



Republic of the Philippines
Department of Labor & Employment



Professional Regulation Commission
Manila



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THE 2010 STANDARDS OF PROFESSIONAL PRACTICE (SPP)

Effective 09 March 2011

The 2010 Standards of Professional Practice (**SPP**) for PH Registered and Licensed Architects (**RLAs**) is Part of the IRR of R.A. No. 9266 (The Architecture Act of 2004) and was Published 21 February 2011 in the Official Gazette (taking effect on 09 March 2011) **1** of 75



Table of Contents

SPP No.	Document Name	Page No.
201	SPP Annex "A"	3
201	SPP ON PRE-DESIGN SERVICES	7
203	SPP ON SPECIALIZED ARCHITECTURAL SERVICES	24
204-A	SPP ON FULLTIME SUPERVISION SERVICES	37
204-B	SPP ON CONSTRUCTION MANAGEMENT SERVICES	41
205	SPP ON POST-CONSTRUCTION SERVICES	43
206	SPP ON COMPREHENSIVE ARCHITECTURAL SERVICES	45
207	SPP ON DESIGN-BUILD SERVICES	49
208	SPP ON ARCHITECTURAL DESIGN COMPETITION (ADC)	52
209	ON PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES (PACS)	58



STANDARDS OF PROFESSIONAL PRACTICE (SPP) Annex "A"

Promulgated as Part of the IRR of
R.A. No. 9266, known as "**The Architecture Act of 2004**"
and to be known hereinafter as the
SPP Documents
(replacing the 1979 UAP Docs. 201 through 209)

A. GENERAL DEFINITIONS

1. **State** shall refer solely to the National Government of the Republic of the Philippines.
2. **Standards of Professional Practice (SPP)** is a required document under Sec. 41 of R.A. No. 9266 (The Architecture Act of 2004) and its Implementing Rules and Regulations (IRR).
3. **Commission** as used for this SPP and the succeeding SPP documents shall refer only to the Professional Regulation Commission (PRC), duly created under R.A. No. 8981 (The PRC Modernization Act of 2000).
4. **Board** as used for this SPP and the succeeding SPP documents shall refer only to the Professional Regulatory Board of Architecture (PRBoA), duly created under R.A. No. 9266 and its IRR and under the supervision and administrative control of the Commission.
5. **Architect** as used for this SPP and the succeeding SPP documents shall refer only to a Registered and Licensed Architect (RLA), a natural person under Philippine law and jurisprudence with a valid certificate of registration and a valid professional identification card (representing the renewable 3-year license) for the lawful practice of the State-regulated profession of Architecture. Depending on the SPP, the term Architect may also refer to Architect-of-record (Aor), Architect in charge of construction (Aicc), Consulting Architect (CA) as provided for under R.A. No. 9266.
6. **Architectural Firm (AF)** as used for this SPP and the succeeding SPP documents shall refer only to a juridical person under Philippine law and jurisprudence, duly registered with the Department of Trade and Industry (DTI) as a sole proprietorship for individual architectural practice or registered with the Securities and Exchange Commission (SEC) and with the Professional Regulation Commission (the PRC or hereafter the Commission) as a professional partnership or as an architectural corporation for group architectural practice by RLAs, subject to full compliances with Sec. 37 of R.A. No. 9266 and derivative regulations.
7. **Architect** and **Architectural Firm (AF)** may be used interchangeably for some of the succeeding SPP.
8. **Professional/s** as used for this SPP and the succeeding SPP documents shall refer only to Registered and Licensed Professionals (RLPs), all natural persons under



- Philippine law and jurisprudence with a valid certificate and a valid professional identification card (representing the renewable license) for the lawful practice of a State-regulated profession other than Architecture.
9. **Client, Owner and Project Proponent** may be used interchangeably for this SPP and some of the succeeding SPP.
 10. **Contractor** and **General Contractor** shall also mean **Constructor** or **Builder**, and may be used interchangeably for this SPP.
 11. **Bid** and **Tender** shall mean the same.

B. ACRONYMS

ADR	-	Alternative Dispute Resolution
AF	-	Architectural Firm
ADC	-	Architectural Design Competition
Aicc	-	Architect in charge of construction
Aor	-	Architect-of-record
BPO	-	Business Process Outsourcing
CA	-	Consulting Architect
CEC	-	Codes of Ethical Conduct
DoLE	-	Department of Labor and Employment
DTI	-	Department of Trade and Industry
FPCA	-	Filipino Professional Consulting Architects
IAPOA	-	Integrated and Accredited Professional Organization of Architects
KPO	-	Knowledge Process Outsourcing
MoP	-	Manual of Procedure
PACS	-	Professional Architectural Consulting Services
PCA	-	Professional Consulting Architect
PRC	-	Professional Regulation Commission
PRBoA	-	Professional Regulatory Board of Architecture
SEC	-	Securities and Exchange Commission
RLA	-	Registered and Licensed Architect
SPP	-	Standards of Professional Practice



TSP - Temporary/ Special Permit

C. GENERAL NOTES ON THE SELECTION OF THE ARCHITECT

(Part of the IRR of R.A. No. 9266, replacing the 1979 UAP Doc. 208)

1. INTRODUCTION

There are many ways by which a Client can engage the services of an Architect. The most appropriate method of selecting an Architect will depend on the type and complexity of the project.

2. SCOPE OF SERVICES

The scope of services will depend on the method by which the Architect is selected.

3. METHODS OF SELECTION

3.1. **Direct Selection** is used when undertaking a relatively small project. The Client selects his **Architect** on the basis of:

- 3.1.1. Reputation
- 3.1.2. Personal or business acquaintance or recommendation of a friend
- 3.1.3. Recommendation of the Architect's former Client
- 3.1.4. Recommendation of another Architect.

3.2. **Comparative Selection** may be conducted by committees representing institutions, corporations or public agencies. The selection process involves:

- 3.2.1. **Invitation.** The Client issues an invitation which includes the Terms of Reference (ToR) for the project which is based on the Design Brief prepared by another Architect. The selection committee established by the Client may consist of representatives from other State-regulated professions and/or the construction industry, as well as persons with related expertise.
- 3.2.2. **Pre-qualification.** Architects and/or PRC-registered Architectural Firms (AFs) submit information regarding their qualification and expertise.
- 3.2.3. **Interview.** The Architect explains his methodology in translating the plan/design requirements of the proposed project.



- 3.2.4. **Verification.** The selection committee may visit buildings designed by the Architects and check references such as former clients and financial institutions.
- 3.2.5. **Evaluation & Ranking.** The selection committee may adopt its own procedure in evaluating the entries and recommending the most capable firm.
- 3.2.6. **Negotiation.** The Architect explains to the Client the Scope of Services and the Architect's Fee as prescribed under the **Architect's Guidelines**.
- 3.3. An **Architectural Design Competition** (ADC) is used for civic or monumental projects. The competition may either be an idea competition, design or design build competition. Various Architects or architectural firms (**AFs**) submit plan/design solutions to a particular design problem and are judged on the basis of comparative excellence.
- 3.3.1. **Advantages**
- a. Opportunities will be open only to all PRC-registered and licensed Architects (RLAs) or PRC-registered Architectural Firms (AFs).
 - b. The Client/ Committee will have a wider range of options.
- 3.3.2. **Disadvantages**
- a. Process may be expensive and time consuming
 - b. The time and effort required may discourage qualified firms from participating.
 - c. Some potentially unscrupulous prospective Clients will seek free services under the guise of design competition. Architects must always be constantly aware that ownership and copyright issues under Secs. 20 (4) and 33 of R.A. No. 9266 must be fully addressed under all architectural competition rules.
- 3.3.3. **Procedure.** Competitions should be conducted:
- a. With the assistance of the integrated and accredited professional organization of architects (**IAPOA**) or one of its local chapters, and
 - b. In accordance with the **Architect's Guidelines**.
- 3.3.4. **Participants**
- a. Sponsor or Client – a natural or juridical person;
 - b. Competitors – Filipino/ Philippine-Registered and Licensed Architects (RLA) and IAPOA members in good standing. A foreign architect as a competitor must be registered in his/her country of origin and must secure a Temporary Special Permit (TSP) from the Commission (PRC), a work



permit from the Department of Labor and Employment (DoLE) and must work in collaboration with a local/Filipino counterpart RLA who will assume the requisite professional responsibilities and civil liabilities, in the case of a design or design-build competition;

- c. Professional Adviser – Philippine-Registered and Licensed Architects (RLAs) who are IAPOA members in good standing;
- d. Jury – Composed of at least five (5) members who are known for their integrity, objectivity, impartiality and honesty.
 - d.1 Architect – member in good standing of the **IAPOA**
 - d.2 Competition Sponsor or Client.

4. METHOD OF COMPENSATION

This will be covered by the respective type of services.

STANDARDS OF PROFESSIONAL PRACTICE (SPP) ON PRE-DESIGN SERVICES

(Part of the IRR of R.A. No. 9266)

SPP Document 201

(replacing the 1979 UAP Doc. 201)

1. INTRODUCTION

- 1.1. The basic services provided by the Architect have remained relatively unchanged over the years. However, the Architect must expand his services in response to the increasing demands of his/her Clients, the evolution of new standards of regulated professional practice, the advancement of technology and the enactment of new laws.
- 1.2. It will be most advantageous to the Client to involve the Architect in the earliest stages of the project since the Architect, if suitably experienced, can provide the Client with objective project analysis, establishing parameters to optimize building needs vis-à-vis available resources and attendant constraints.

2. SCOPE OF PRE-DESIGN SERVICES

The **Pre- Design** Services cover a broad line of architectural services ranging from initial problem identification to activities that would allow the Architect to initially conceptualize an array of architectural and allied solutions. The Pre-Design Services nominally include consultation, pre-feasibility studies, feasibility studies, site selection and analysis, site utilization and land-use studies, architectural research, architectural programming, space planning, space management studies, value management, design brief preparation, promotional services and other related activities.

2.1 Consultation

When a Client calls upon the Architect to give oral or written advice and direction, to attend conferences, to make evaluations and appraisals regarding a contemplated



project and similar activities, the Architect renders valuable inputs whether or not the Client pursues the project.

2.2 Pre-Feasibility Studies

These preliminary studies involve the procurement, analysis and use of secondary information gathered for the project to aid the Client in early decision-making. They represent the Architect's initial assessment of a project's soundness, allowing the Client to promptly explore available/ readily identifiable directions / options. Researched / processed / validated secondary data are generally used for such studies e.g. electronic, print, etc.

2.3 Feasibility Studies

Detailed analysis of the project based on pre-feasibility studies will determine the viability of a proposed development. The studies will set the project against present and future trends to forecast how it will perform over time. This requires primary data gathering and analysis.

2.4 Site Selection and Analysis

This entails the formulation of site criteria, assistance to the Client in site evaluation as well as analysis to determine the most appropriate site/s for a proposed project or building program.

2.5 Site Utilization and Land-Use Studies

The detailed analysis of the site involves the identification of a site's development potentials through the proper utilization of land. The analysis covers the context of the site as well as that of its surrounding environment and the development controls that apply to the site and its environs.

2.6 Architectural Research

Architectural research entails the conduct of primary and secondary researches and assembled facts used as basis for conclusion.

2.7 Architectural Programming

This analytical problem-seeking process will lead to the statement and identification of both horizontal and vertical requirements in offering a solution. It incorporates a space program with characterizations of the envisioned spaces such as ambiance, cost range, etc.

2.8 Space Planning

The Architect determines the adequate size and appropriate configuration and assemblage for a proposed project in consideration of the use, allocation and interface of spaces for given activities. Space planning is done mainly through



primary data gathering such as interviews, consultations, interfaces, focus group discussions (FGDs), space planning surveys, space audits, etc. and subsequent analyses i.e. spatial layouts with stacking concepts, particularly for multi-storey structures.

2.9 Space Management Studies

An analysis of the space requirements of the project based on organizational structure and functional set-up pinpoints linkages and interaction of spaces. The formulation of the space program will serve as the basis for the development of the architectural plan / design.

2.10 Value Management

This technique is applied in the cost management process to minimize the negative effect of simplified operations associated with many cost-reduction programs. The goal of value management is to achieve an unimpaired program at minimum cost. Thus, a plan, design or system that has been successfully value-managed will still satisfy the same performance criteria as the costlier alternatives.

2.11 Design Brief Preparation

Under design brief preparation, the Architect states the project terms of reference (ToR) including the concept, objectives and other necessary requirements to bid out architectural services (whether public or private).

2.12 Promotional Services

Projects may require promotional activities in order to develop and generate financial support and acceptance from governing agencies or from the general public. In such cases, the Architect can act as the agent of the Owner by producing and coordinating the additional activities necessary to complete the services. In all such activities, the Architect must maintain his professional status as the representative of the Owner.

3. MANNER OF PROVIDING SERVICES

3.1 After the initial meeting / conversation / correspondence with the Client, the Architect must submit his proposal for pre-design services, stating the following:

- 3.1.1 Scope of Work
- 3.1.2 Manner of Payment
- 3.1.3 Owner's Responsibilities
- 3.1.4 Other Conditions of Services

3.2 The Architect can render services in any of the following ways:

3.2.1 As an individual Architect he must have special training and be knowledgeable in different fields to supplement his skills.



3.2.2 Architect's Own Staff

It is possible for Architects (as natural persons) working in a single firm to specialize in a variety of ways. Many Architects and firms (juridical persons) specialize without losing the generalist approach of the Architect or firm.

3.2.3 By Association, Consultation or Networking

Another common practice is consultation between an Architect and a firm of other disciplines, under the extended terms of the Owner-Architect Agreement.

4. METHOD OF COMPENSATION

The Architect's compensation is based on the Architect's / architectural firm's talents, skill, experience, imagination, and on the type and level of professional services provided. Compensation for Pre-Design Services may be based on one or more of the following:

4.1 Multiple of Direct Personnel Expenses

This cost-based method of compensation is applicable only to non-creative work such as accounting, secretarial, research, data gathering, preparation of reports and the like. This method of compensation is based on technical hours spent and does not account for creative work since the value of creative design cannot be measured by the length of time the designer has spent on his work. The computation is made by adding all costs of technical services (man hours x rate) and then multiplying it by a multiplier to cover overhead and profit.

The multiplier ranges from 1.5 to 2.5 depending on the office set-up, overhead and experience of the Architect and the complexity of the Project.

Other items such as cost of transportation, living and housing allowances of foreign consultants, out-of-town living and housing allowances of the local consultants and the like, are all to be charged to the Client. At the start of the commission, the Architect shall make known to the Client the rate of professionals and personnel who will be assigned to the Project and the multiplier that has to be applied before agreeing on this method of compensation.

FORMULA

Assume:

A = Architect's rate / hour

C = Consultant's rate / hour

T = Rate per hour of Technical Staff, Researchers and others involved in the Project

AN, CN, TN = No. of hours spent by Architect, Consultants and Technical Staff

M = Multiplier to account for overhead and reasonable profit. The value may range from 1.5 to 2.5 depending on the set-up of the Architect's office and the complexity of the Project.



R = Reimbursable expenses such as transportation, housing and living allowance of Consultant, transportation, per diem, housing and living allowance of local consultants and technical staff if assigned to places over 100 km. from the area of operation of the Architect.

Cost of printing of extra set of drawings, reports, maps, contract documents, etc. over the five (5) copies submitted to the Client, overseas and long distance calls, technical and laboratory tests, licenses, fees, taxes and similar cost items needed by the Project.

Direct cost = AN + CN + TN

Fee = Direct Cost x M

Total Cost of Service charged to Client = Fee + R

4.2 Professional Fee Plus Expenses

This method of compensation is frequently used where there is continuing relationship involving a series of projects. It establishes a fixed sum over and above the reimbursement for the Architect's technical time and overhead. An agreement on the general scope of the work is necessary in order to set an equitable fee.

4.3 Lump Sum or Fixed Fee

This method may be applied to government projects since they entail more paper work and time-consuming efforts.

4.4 *Per Diem, Honorarium Plus Reimbursable Expenses*

In some cases a Client may request an Architect to do work which will require his personal time such as:

- 4.4.1 attending project-related meetings, conferences or trips;
- 4.4.2 conducting ocular inspection of possible project sites; and
- 4.4.3 conferring with others regarding prospective investments or ventures and the like.

For these particular activities, the Architect as agent of the Owner may be paid on a *per diem* and *honorarium* basis plus out-of-pocket expenses such as but not limited to travel, accommodations and subsistence.

4.5 Mixed Methods of Compensation

The **SPP** provides for more than one method of compensation on a project. Each project should be examined to determine the most appropriate and equitable method of compensation.



STANDARDS OF PROFESSIONAL PRACTICE (SPP) ON REGULAR DESIGN SERVICES

(Part of the IRR of R.A. No. 9266)

SPP Document 202

(replacing the 1979 UAP Doc. 202)

1. INTRODUCTION

1.1 Applicability of this Document

The 2010 Standards of Professional Practice (**SPP**) for PH Registered and Licensed Architects (**RLAs**) is Part of the IRR of R.A. No. 9266 (The Architecture Act of 2004) and was Published 21 February 2011 in the Official Gazette (taking effect on 09 March 2011) **12** of 75



- 1.1.1 While these implementing rules and regulations specifically refer to the **“individual”** professional practice of the Architect as a natural person, the same may also apply to the Architect’s **“group practice”** as part of a juridical entity i.e. as a DTI-registered sole proprietorship or as a SEC-registered partnership or corporation, subject to full compliances with Sec. 37 of R.A. No. 9266 (The Architecture Act of 2004) and its implementing rules and regulations and derivative regulations including resolutions of the Board and the Commission.
- 1.1.2 **Foreign Architects** offering services under this service are subject to full compliances with Sec. 38 of R.A. No. 9266 and its implementing rules and regulations (including resolutions of the Board which calls for a “local counterpart Architect” for any foreign architect) and other periodic issuances of the Board and the Commission as well as procedures/requirements of the Department of Labor and Employment and the Bureau of Immigration and Deportation governing such foreign architects. Therefore, a foreign architect practicing architecture in the Philippines for projects on Philippine soil must first secure a Temporary/ Special Permit (TSP) and a work permit from the Department of Labor and Employment (DoLE) and must work in collaboration with a local counterpart Architect who is a Registered and Licensed Architect (RLA) under Philippine law.
- 1.1.3 Business Process Outsourcing (BPO) and Knowledge Process Outsourcing (KPO) firms which have been DTI- or SEC-registered in the Philippines to provide services for overseas clients are not authorized to provide architectural services for **projects located on Philippine soil** unless they are PRC-registered architectural firms satisfying Sec. 37 of R.A. No. 9266 and its implementing rules and regulations (IRR) and its derivative regulations including resolutions of the Board and other periodic issuances of the Board and the Commission.
- 1.1.4 The Architect’s outputs described / listed under this SPP may be expanded or increased depending on the requirements of the project or the Architect’s experience, capabilities and specialization/s.

1.2 **Regular Design Services of an Architect**

- 1.2.1 In regular practice, the Architect acts as the Owner’s/ Client’s/ Proponent’s Adviser and/or Representative. He translates the Owner’s needs and requirements to spaces and forms in the best manner of professional service.
- 1.2.2 The Architect’s work starts at the inception of the project when the Owner outlines his requirements to the Architect. The work covers the various aspects of the project, from analysis and study of the needs and requirements, to the preparation of the necessary instruments of service, and finally to the supervision during project implementation. It ends only when the general contractor or builder turns over the completed project to the Owner.

2. **SCOPE OF SERVICES**

2.1 **Project Definition Phase**



This phase involves the definition of the requirements of the project by the Owner. The Architect in turn informs the Owner of the technical requirements of the project and the concomitant professional fees. In this phase, the Architect:

- 1.2.1. consults with the Owner to ascertain the conceptual framework and related requirements of the project and confirms such requirements with him.
- 1.2.2. gathers relevant information and data leading to the definition of the requirements of the project, including the scope of the Architect's services.
- 1.2.3. reviews and refines the owner's space requirements and translates them into an architectural program.
- 1.2.4. prepares an initial statement of probable construction cost.

2.2 Schematic Design Phase

This phase consists of the preparation of schematic design studies derived from the Project Definition Phase, leading to conceptual plans. The Architect:

- 2.2.1 evaluates the Owner's program, schedule, budget, project site and proposes methods of project deliveries.
- 2.2.2 prepares the initial line drawings representing design studies leading to a recommended solution, including a general description of the project for approval by the Owner.
- 2.2.3 submits to the Owner a Statement of the Probable Project Construction Cost (SPPCC) based on current cost parameters.

2.3 Design Development Phase

Based on approved schematics and conceptual plans, the Architect prepares:

- 2.3.1 the Design Development documents consisting of plans, elevations, sections and other drawings,
- 2.3.2 outline specifications to fix and illustrate the size and character of the entire project as to type of materials, type of structural, electrical, mechanical, sanitary, electronic and communications systems.
- 2.3.3 diagrammatic layout of construction systems, and
- 2.3.4 an updated SPPCC for submission to the Owner.

2.4 Contract Document Phase

Based on the approved Design Development Documents, the Architect:



- 2.4.1 prepares the complete Contract Documents consisting of detailed designs and construction drawings, setting forth in detail the work required for the architectural, structural, electrical, plumbing/ sanitary, mechanical, electronic and communication works prepared by the Architect and the respective professionals involved.
- 2.4.2 prepares Technical Specifications describing type and quality of materials, finish, manner of construction and the general conditions under which the project is to be constructed.
- 2.4.3 submits to the Owner seven (7) sets of all construction drawings and technical specifications for purposes of obtaining a building permit.
- 2.4.4 updates the **SPPCC** based on changes in scope, requirements or market conditions.
- 2.4.5 assists the Owner in filing the required documents to secure approval of government authorities having jurisdiction over the design of the Project.
- 2.5 **Bidding or Negotiation Phase**
 - 2.5.1 In this phase, the Architect:
 - a. prepares the Bid Documents such as forms for contract letting, documents for construction, forms for invitation and instruction to bidders, forms for bidders' proposals, general / specific conditions of contract, etc.
 - b. assists the Owner from the early stage of establishing a list of prospective Contractors to awarding of the construction contract.
 - 2.5.2 For competitive bids / procurements, the Architect:
 - a. furnishes complete sets of the Bid Documents for purposes of bidding in as many sets as may be required to conduct a successful bidding. The said documents are loaned to bidders at an amount sufficient to cover direct and indirect costs attendant to the preparation, packaging, reproduction and delivery of the said documents.

The Bid Documents are the intellectual property of the Architect (Sec. 33 of R.A. No. 9266), and must be returned by all entities acquiring bid documents. A bond may be required to assure the return of the Bid Documents.

The Architect retains the sole ownership and copyright to the said documents (Sec. 33 of R.A. No. 9266). As such, bidders must not reproduce nor use the documents for unauthorized purposes. The Owner also must not use the documents for any other purpose other than the project for which the Owner and Architect signed an agreement.
 - b. helps in organizing and conducting pre-bid conferences,
 - c. responds to questions from bidders,



- d. assists the Owner in obtaining proposals from Contractors, analyzes bid results and prepares abstract of bids, notice of award, notice to proceed and other construction contracts.

2.5.3 For negotiated contracts, the Architect performs similar functions as in item 2.5.2 but negotiates with one Contractor instead of many bidders.

2.6 Construction Phase

In this phase, the Architect performs the following:

- 2.6.1 makes decisions on all claims of the Owner and Contractors on all matters relating to the execution and progress of work or the interpretation of the Contract Documents.
- 2.6.2 prepares change orders, gathers and turns over to the Owner written guarantees required of the Contractor and Sub-Contractors.
- 2.6.3 makes periodic visits to the project site to familiarize himself with the general progress and quality of work and to ascertain that the work is proceeding in accordance with the Contract Documents. The Architect shall not be required to make exhaustive or continuous 8-hour on-site supervision to check on the quality of the work involved and shall not be held responsible for the Contractor's failure to carry out the Construction work in accordance with the Contract Documents. During such project site visits and on the basis of his observations, he shall report to the Client defects and deficiencies noted in the work of Contractors, and shall condemn work found failing to conform to the Contract Documents.
- 2.6.4 determines the amount owing and due to the Contractor and issues corresponding Certificates for Payment for such amounts based on his observations and the Contractor's Applications for Payment. These Certificates will constitute a certification to the Client that the work has progressed to the state indicated and that to his best knowledge, the quality of work performed by the Contractor is in accordance with the Contract Documents. The Architect shall conduct the necessary inspection to determine the date of substantial and final completion and issue the final Certificate of Payment to the Contractor.
- 2.6.5 Should more extensive inspection or full-time (8-hour) construction supervision be required by the Client, a separate full-time supervisor shall be hired and agreed upon by the Owner and the Architect subject to the conditions provided in the **SPP** Document on Full -Time Supervision. When the Architect is requested by the Owner to do the full time supervision, his services and fees shall be covered separately in conformance with the applicable and appropriate **SPP** Document.

3. MANNER OF PROVIDING SERVICES

There are two ways by which the Architect may enter into contract with the Owner as the Lead Professional working with other professionals in the engineering and allied



professions:

- 3.1 with a **single** contract between the Architect and Owner, and sub-consultancy contracts between the Architect and the other professionals working with the Architect.
- 3.2 with the Architect and the engineering and allied professionals executing **separate** contracts with the Owner.

In both cases, the professional responsibilities and civil liabilities of each State-regulated professional remains separate. The Architect does not assume any of the responsibilities and liabilities of the other professionals (**RLPs**).

4. PROJECT CLASSIFICATION

Professional architectural work is classified in accordance with the degree of complexity and the creative skill required to meet the requirements of the Client within technical, functional, economic and aesthetic constraints. Based on these groupings, the corresponding scale of charges shall be prescribed in the **Architect's Guidelines** to determine the fair remuneration to the Architect.

4.1 **Group 1**

Buildings of the simplest utilization and character which shall include but not be limited to the following:

Armories	Packaging and Processing Plants
Bakeries	Parking Structures
Habitable Agricultural Buildings	Printing Plants
Freight Facilities	Public Markets
Hangars	Service Garages
Industrial Buildings	Simple Loft-Type Buildings
Manufacturing / Industrial Plants	Warehouses
Other similar utilization type buildings	

4.2 **Group 2**

Buildings of moderate complexity of plan / design which shall include but not be limited to the following:

Art Galleries	Office Buildings / Office Condominium
Banks, Exchange and other Buildings	Park, Playground and Open-Air
Financial Institutions	Recreational Facilities
Bowlodromes	Residential Condominiums
Call Centers	Police Stations
Churches and Religious Facilities	Postal Facilities
City/Town Halls & Civic Centers	Private Clubs
College Buildings	Publishing Plants
Convents, Monasteries & Seminaries	Race Tracks
Correctional & Detention Facilities	Restaurants / Fastfood Stores
Court Houses/Halls of Justice	Retail / Wholesale Stores
Dormitories	Schools



Exhibition Halls & Display Structures
 Fire Stations
 Laundries & Cleaning Facilities
 Libraries
 Malls / Mall Complexes
 Motels & Apartels
 Multi-storey Apartments

Serviced Apartments
 Shopping Centers
 Showrooms / Service Centers
 Specialty Shops
 Supermarkets / Hyper-marts
 Welfare Buildings
 Mixed Use Buildings

Nursing Homes

Other buildings of similar nature or use

4.3 **Group 3**

Buildings of exceptional character and complexity of plan / design which shall include but not be limited to the following:

Airports / Wet & Dry Ports & Terminals
 Aquariums
 Auditoriums
 Breweries
 Cold Storage Facilities
 Convention Facilities
 Gymnasiums
 Hospitals & Medical Buildings
 Hotels
 Laboratories/ Testing Facilities
 Marinas and Resort Complexes
 Medical Arts Offices & Clinics

Mental Institutions
 Mortuaries
 Nuclear Facilities
 Observatories
 Public Health Centers
 Research Facilities
 Stadia
 Telecommunication Buildings
 Theaters & Similar Facilities
 Transportation Facilities & Systems
 Veterinary Hospitals
 Other buildings of similar nature or use

4.4 **Group 4**

Residences (single-detached, single-attached or duplex; row-houses or shop-houses), small apartment houses and townhouses

4.5 **Group 5**

Monumental buildings and other facilities

Exposition & Fair Buildings
 Mausoleums, Memorials,
 & Monuments

Museums
 Specialized decorative buildings
 Buildings of similar nature or use

4.6 **Group 6**

Projects where the plan / design and related Contract Documents are re-used for the repetitive construction of similar buildings without amending the drawing and the specifications

4.7 **Group 7**



Housing Project involving the construction of several residential units on a single site with the use of one (1) set of plans / design, specifications and related documents

4.8 Group 8

Projects involving extensive detail such as designs for built-in components or elements, built-in equipment, special fittings, screens, counters, architectural interiors (AI), and development planning and/or design

4.9 Group 9

Alterations, renovations, rehabilitations, retrofit and expansion / additions to existing buildings belonging to Groups 1 to 5

4.10 Group 10

The Architect is engaged to render opinion or give advice, clarifications or explanation on technical matters pertaining to architectural works.

5. METHOD OF COMPENSATION

The Architect's compensation is based on the Architect's / architectural firm's talents, skill, experience, imagination, and on the type and level of professional services provided. Compensation for Regular Design Services may be based on one or more of the following:

5.1 Percentage (%) of Project Construction Cost (PCC)

The Architect's Fee based on the PPC shall be detailed in the **Architect's Guidelines**.

5.2 Multiple of Direct Personnel Expenses

This cost-based method of compensation is applicable only to non-creative work such as accounting, secretarial, research, data gathering, preparation of reports and the like. This method of compensation is based on technical hours spent and does not account for creative work since the value of creative design cannot be measured by the length of time the designer has spent on his work. The computation is made by adding all costs of technical services (man hours x rate) and then multiplying it by a multiplier to cover overhead and profit.

The multiplier ranges from 1.5 to 2.5 depending on the office set-up, overhead and experience of the Architect and the complexity of the Project.

Other items such as cost of transportation, living and housing allowances of foreign consultants, out-of-town living and housing allowances of the local consultants and the like, are all to be charged to the Client. At the start of the commission, the Architect shall make known to the Client the rate of professionals and personnel



who will be assigned to the Project and the multiplier that has to be applied before agreeing on this method of compensation.

FORMULA

Assume:

A = Architect's rate / hour

C = Consultant's rate / hour

T = Rate per hour of Technical Staff, Researchers and others involved in the Project

AN, CN, TN = No. of hours spent by Architect, Consultants and Technical Staff

M = Multiplier to account for overhead and reasonable profit. The value may range from 1.5 to 2.5 depending on the set-up of the Architect's office and the complexity of the Project.

R = Reimbursable expenses such as transportation, housing and living allowance of Consultant, transportation, per diem, housing and living allowance of local consultants and technical staff if assigned to places over 100km. from area of operation of the Architect.

Cost of printing of extra set of drawings, reports, maps, contract documents, etc. over the seven (7) copies submitted to the Client, overseas and long distance calls, technical and laboratory tests, licenses, fees, taxes and similar cost items needed by the Project.

Direct cost = AN + CN + TN

Fee = Direct Cost x M

Total Cost of Service charged to Client = Fee + R

5.3 Professional Fee Plus Expenses

This method of compensation is frequently used where there is continuing relationship involving a series of Projects. It establishes a fixed sum over and above the reimbursement for the Architect's technical time and overhead. An agreement on the general scope of the work is necessary in order to set an equitable fee.

5.4 Lump Sum or Fixed Fee

This method may be applied to government projects since they entail more paper work and time-consuming efforts.

5.5 Per Diem, Honorarium Plus Reimbursable Expenses

In some cases a Client may request an Architect to do work which will require his personal time such as:



- 5.5.1 attending project-related meetings, conferences or trips;
- 5.5.2 conducting ocular inspection of possible project sites; and
- 5.5.3 conferring with others regarding prospective investments or ventures and the like.

For these particular activities, the Architect as agent of the Owner may be paid on a *per diem* and *honorarium* basis plus out-of-pocket expenses such as but not limited to travel, accommodations and subsistence.

5.6 **Mixed Methods of Compensation**

The **SPP** provides for more than one method of compensation on a project. Each project should be examined to determine the most appropriate method of compensation.

6. **OWNER'S RESPONSIBILITIES**

- 6.1 Provide full information as to his requirements for the Project.
- 6.2 When necessary, designate a representative authorized to act on his behalf.
- 6.3 Promptly examine and render decisions pertaining to documents submitted by the Architect to avoid unreasonable delay in the progress of the Architect's work. The Owner should issue orders to the General Contractor only through the Architect.
- 6.4 Furnish or direct the Architect to obtain at his expense, a certified survey of the site, giving, as may be required, topographical and/or relocation surveys covering grades and lines of streets, alleys, easements, encroachments and related information, boundaries, with dimensions and complete data pertaining to existing buildings, structures, trees, plants, water bodies, wells, excavations / pits, etc. and other improvements and full information as to the available utility / service lines both public and private; zoning compliances, clearances, deed/s of restrictions, encumbrances and annotations to titles, association guidelines and standards, and soil investigations / tests, borings and test pits necessary for determining soil and sub-soil conditions.
- 6.5 Promptly pay for architectural and all other engineering and allied services required for the project.
- 6.6 Pay for the design and consulting services on acoustic, communication, electronic, and other specialty systems which may be required for the project.
- 6.7 Arrange and pay for such legal, auditing, insurance, counseling and other services as may be required for the project.
- 6.8 Pay for all reimbursable expenses incurred in the project as called for in Section 7: "Other Conditions on Services" and all taxes including VAT (but not including income tax) that the government may impose on the Architect as a result of the services rendered by the Architect on the project, whether the services were performed as a natural person i.e. an individual practitioner or as a juridical entity i.e. as a sole proprietorship, partnership or corporation.



- 6.9 If the Owner observes or otherwise becomes aware of anything that may impair the successful implementation of the project, he shall give prompt written notice to the Architect.

7. OTHER CONDITIONS ON SERVICES

7.1 Conditions for the Architect's Fee

The Architect's Fee is based on the Project Construction Cost. Where the Architect has to render additional services, additional compensation shall be required.

7.2 Other Services

Other services that may be needed in order to complete the project such as services of acoustic and illumination engineers / specialists, mural painters, sculptors, and other service providers are to be recommended by the Architect for the Owner's approval. Costs for these services are to be paid for separately by the Owner and shall be subject to a coordination fee payable to the Architect.

7.3 Scale Models, 3D Models and Walk-Thru Presentations

Should a scale model, 3D models and/or walk-thru presentation of the architect's design be necessary, they are to be recommended by the Architect for the Owner's approval. Costs for these services are to be paid for separately by the Owner and shall be subject to a coordination fee payable to the Architect.

7.4 *Per Diem* and Traveling Expenses

A *per diem* plus traveling and living expenses shall be chargeable to the Owner whenever the Architect or his duly authorized representative is required to perform services at a locality beyond 50.0 kilometers (air, straight line or radial distance) from his established office as it appears in the Architect's letterhead.

7.5 Extra Sets of Contract Documents

The Owner shall pay the Architect for additional sets of Contract Documents.

7.6 Change/s Ordered by the Owner

If the Architect renders additional professional services due to changes ordered by the Owner after approval of the Architect's outputs, the Owner shall pay the Architect for extra time, resources/ drafting, or other office expenses.

7.7 Work Suspended or Abandoned

If the work of the Architect is abandoned or suspended in whole or in part, the Owner shall pay the Architect for the services rendered corresponding to the amount due at the stage of suspension or abandonment of the work.

The primary service of the Architect is the preparation of architectural plans/designs, specifications and other building construction documents. These are



sets of detailed instructions that shall serve as the basis for the General Contractor to implement the project. Once the Architect has prepared all these documents, the Architect has completed the Detailed Design and Contract Documents Phase of his services, which is equivalent to Ninety percent (90%) of his work.

When the Owner therefore fails to implement the plans and documents for construction as prepared by the Architect, the Architect is entitled to receive as compensation the sum corresponding to ninety percent (90%) of the Architect's fee.

7.8 Different Periods of Construction

If portions of the building/s are erected at different periods of time, thus increasing the construction period and Architect's burden of services, charges pertaining to services rendered during the Construction Phase shall be adjusted proportionately. When the suspension of construction exceeds a period of six (6) months, the fee for the remaining works shall be doubled.

7.9 Services of Specialist Consultants

If the Owner requires the services of specialist consultants, they shall be engaged with the consent of the Architect. The cost of their services shall be paid for separately by the Owner and shall not be deducted from the Architect's fee.

7.10 Separate Services

Should the Owner require the Architect to design movable or fixed pieces of cabinets and other **architectural interior (AI)** elements, site development plan (**SDP**) components, **urban design** elements, and other items of similar nature, the Owner shall pay the Architect in addition to the Architect's fee. The compensation shall be based on the Project Construction Cost as provided for under **SPP** Document 203.

7.11 Fulltime Construction Supervision

Upon recommendation of the Architect and with the approval of the Owner, full-time construction supervisors as will be deemed necessary shall be engaged and paid by the Owner. If no Project / Construction Manager is present, the full-time construction supervisor shall be under the technical control and supervision of the Architect and shall make periodic reports to the Owner and to the Architect regarding the progress and quality of the work done.

7.12 Estimates

Any **SPPCC** or any Cost Estimate submitted by the Architect can attain only a certain degree of accuracy. As the Architect has no control over the cost of labor and materials, or the many factors that go into competitive bidding, he does not assume any professional responsibility for such cost estimates, unless glaring errors or discrepancies are clearly evident.

7.13 Government Taxes and Services



The Architect's Fee is a **net** amount. Any tax (exclusive of income tax) that the national and/or local government/s may impose on the Architect as a consequence of the services performed for the project shall be paid by the Owner.

7.14 Ownership of Documents

All designs, drawings, models, specifications and other contract documents and copies thereof, prepared, duly signed, stamped and sealed and furnished as instruments of service, are the intellectual property and documents of the Architect, whether the work for which they were made is executed or not, and are not to be reproduced or used on other work except with a written agreement with the Architect (Sec. 33 of R.A. No. 9266).

7.15 Cost Records

During the progress of work, the Owner shall furnish the Architect a copy of the records of expenses being incurred on the construction. Upon completion of the project, the Owner shall furnish the Architect a copy of the summary of all cost of labor, services, materials, equipment, fixtures and all items used at and for the completion of the construction.

7.16 Design and Placement of Signs

All signboards of the General Contractor, sub-contractors, jobbers and dealers that shall be placed at the project site during the progress of construction shall be approved by the Architect as to size, design and contents. After the completion of the project, the Owner or his building lessee shall consult the Architect for the design, size of all signboards, letterings, directories and display boards that will be placed on the exterior or public areas attached to the building project in order to safeguard the Owner's interest. Nothing should be installed inside or outside of the building that would compromise its safety and aesthetics.

7.17 Project Construction Cost (PCC)

Project Construction Cost (**PCC**) as herein referred to, means the cost of the completed building to the Owner, including the structure, plumbing/sanitary and electrical fixtures, mechanical equipment, elevators, escalators, air-conditioning system, fire protection system, alarm and clock system, communications and electronic system, elements attached to the building and all items indicated in the plans, designs, drawings and specifications prepared by the Architect and his consultants. The construction cost of other items planned and designed by the Architect, such as architectural interiors (**AI**) and site development plan elements and other items of similar nature, additionally planned / designed by the Architect are also part of the PCC.

The cost of materials used and the labor for their installation are part of the PCC. If these items are furnished by the Owner below its market cost, the cost of the material and labor shall nonetheless be computed on the basis of the current (and fair market value) costs.

The PCC does **not** include any of the fees for the Architect, the Engineer, the Specialist Consultants or the salaries of the construction inspectors.



7.18 Project Development Cost

Project Development Cost shall include cost of the construction as well as **all** professional fees, permits, clearances and utilities and cost of acquiring the project site / lot, cost of money, etc.

STANDARD OF PROFESSIONAL PRACTICE (SPP) ON SPECIALIZED ARCHITECTURAL SERVICES

(Part of the IRR of R.A. No. 9266)

SPP Document 203

(replacing the 1979 UAP Doc. 203)

1. INTRODUCTION

The 2010 Standards of Professional Practice (**SPP**) for PH Registered and Licensed Architects (**RLAs**) is Part of the IRR of R.A. No. 9266 (The Architecture Act of 2004) and was Published 21 February 2011 in the Official Gazette (taking effect on 09 March 2011) **25** of 75



- 1.1 Time and technology have evolved to a level where specialized architectural services are needed to complete, complement or supplement the necessary work for the totality of a project.
- 1.2 Apart from the legal definition/s supplied under R.A. No. 9266, Architecture may also be defined as the blending of aesthetics, functions, space, materials and its environment resulting from the application of various technologies and skills in different fields.
- 1.3 Specialized Architectural Services deals with specific expertise for further enhancement of the architectural interior and exterior components of a project.
- 1.4 The Architect's responsibility to man and society is to make sure that both the building and its physical environment enhance the lives of people by strictly adhering to national and international standards with regard to public health, safety and welfare.
- 1.5 The architectural plan and design of the building properly falls under the Architect's Regular Design Services (SPP Document No. 202).
- 1.6 Design services needed within and outside the building which fall under Specialized Architectural Services as listed under the pertinent provisions of R.A. No. 9266 and its 2004 IRR, include but are not limited to the following:
 - 1.6.1 Architectural Interiors (AI)
 - 1.6.2 Acoustic Design
 - 1.6.3 Architectural Lighting Layout and Design
 - 1.6.4 Site Development Planning (SDP)
 - 1.6.5 Site and Physical Planning Services (including Master Development Planning, Subdivision Planning and Urban Design)
 - 1.6.6 Comprehensive Development Planning
 - 1.6.7 Historic and Cultural Heritage Conservation and Planning
 - 1.6.8 Security Evaluation and Planning
 - 1.6.9 Building Systems Design
 - 1.6.10 Facilities Maintenance Support
 - 1.6.11 Building Testing and Commissioning
 - 1.6.12 Building Environmental Certification
 - 1.6.13 Forensic Architecture
 - 1.6.14 Building Appraisal



- 1.6.15 Structural Conceptualization
- 1.6.16 Preliminary Services
- 1.6.17 Contract Documentation and Review
- 1.6.18 Post-Design Services (including Construction Management Services)
- 1.6.19 Dispute Avoidance and Resolution
- 1.6.20 Architectural Research Methods
- 1.6.21 Special Building / Facility Planning and Design
- 1.6.22 Building Components
- 1.6.23 Management of Architectural Practices
- 1.7 The term Consulting Architect (CA) shall refer only to a RLA who may also be a separately Registered and Licensed Professional (RLP) i.e. a natural person under Philippine law and jurisprudence with a valid certificate of registration and a valid professional identification card (representing the renewable license) for the lawful practice of one or more State-regulated profession other than architecture.
- 1.8 For this SPP, the term Architect refers to the Consulting Architect (CA) who may be the holder of a valid Specialist Certificate that may be issued by the Board and/or the Commission, upon due qualification or accreditation by the IAPoA.

203.1 *ARCHITECTURAL INTERIOR (AI) SERVICES*

1. INTRODUCTION

- 1.1 Architectural Interiors (**AI**), specifically mentioned under Secs. 3 (4) (g) and 14 (3) of R.A. No. 9266, involves the detailed planning and design of the indoor / enclosed areas of any proposed building / structure, including retrofit, renovation, rehabilitation or expansion work which shall cover all architectural and utility aspects, including the architectural lay-outing of all building engineering systems found therein.
- 1.2 Depending on the complexity of the Project, the Architect undertaking professional **AI** services must be sufficiently experienced in the planning, design and detailing of **AI** elements.

2. SCOPE OF SERVICES

- 2.1 In the design of a building, the Architect works on a development concept. To realize this, the Architect develops the design by determining the size and interrelationship of interior spaces, laying out the furniture, movables, equipment, built-ins and fixtures to support the required activities, thus making both the exterior and interior spaces contribute to the total concept.



- 2.2 The Architect plans and designs the architectural interiors (**AI**) of buildings such that they contribute to the physical, visual, intellectual and emotional comforts of the intended end-users.
- 2.3 As such a specialist, the Architect:
 - 2.3.1 prescribes space plans, stacking diagrams / sections and computations of areas for the different activities and spaces to be integrated in a building Project.
 - 2.3.2 lays out and prescribes furniture / built-ins / equipment for the project and prepares specifications of **AI** components including all floor / wall / ceiling finishes, doors and partition systems, hardware, modular or ready-assembled furniture pieces/ systems, equipment, furnishings, built-ins, fixtures, signages and graphic devices, etc.
 - 2.3.3 assists the Client in conducting bids or negotiations with General Contractors, sub-contractors and suppliers of building materials, furniture, equipment, fixtures, etc.
 - 2.3.4 checks and approves samples of materials and shop drawings of **AI** components.
 - 2.3.5 reviews and approves billings of **AI** components.
 - 2.3.6 conducts final inspection and approves installed **AI** components and related items.

3. MANNER OF PROVIDING SERVICES

The Architect may enter into contract with the Owner in two possible ways:

- 3.1 Working in a dual capacity as Architect-of-record and as Consulting Architect for **AI** services.
- 3.2 Working as Consulting Architect for **AI** services only.

4. METHOD OF COMPENSATION

- 4.1 For projects involving extensive detailing of **AI** components such as custom floor, wall, ceiling construction and finishes, cabinet design, built-in components, equipment and special fittings, the Architect's Fee shall be a percentage of the cost of the **AI** work. This excludes the fee of any Engineering and / or Specialist Consultants (**SCs**) working with the Architect.
- 4.2 Should the Client separately hire the services of Specialist Consultants (**SCs**), their professional fee shall be for the account of the Client.
- 4.3 For this Specialized Service, the payment of the Architect's services shall be as stated in the **Architect's Guidelines**.

203.2 ACOUSTIC DESIGN SERVICES



1. INTRODUCTION

- 1.1 Acoustic design services involves the detailed planning and design to control sound transmission for compatibility with the architectural design concept.
- 1.2 Throughout architectural history, one of the limiting criteria in building design has been the need to control sound in an enclosed space. The continuing evolution of products and techniques in sound management and control has provided a wider flexibility in the design of the interior environment. This allows the Architect to build an environment that answers the acoustical demands of varied activities within an enclosed space.

2. SCOPE OF SERVICES

- 2.1 The Architect is the **prime professional** commissioned by the Owner/Client to plan and design the building/structure and all its utilities and to coordinate the works of all allied design professionals involved in the project including all inter-disciplinary and specialized works. He shall make certain that these inputs comply with the requirements of the project and are compatible with the architectural design concept.
- 2.2 As a specialist for acoustic design, the Architect:
 - 2.2.1 prepares the drawings and specifications for acoustic design and treatment, sound control and reinforcement, sound absorption, reflectance, insulation, etc.
 - 2.2.2 assists the Owner/ Client in bidding out the work or in negotiating with a specialty sub-contractor
 - 2.2.3 checks and approves samples of materials and equipment
 - 2.2.4 conducts final inspection of work and equipment
 - 2.2.5 assists Owner/ Client in evaluating the amount due the sub-contractor.

3. MANNER OF PROVIDING SERVICES

The Architect may enter into contract with the Owner in two possible ways:

- 3.1 Working in a dual capacity as Architect-of-record and as Consulting Architect for acoustic design services.
- 3.2 Working as Consulting Architect for acoustic design services only.

4. METHOD OF COMPENSATION

- 4.1 The Architect's Fee for acoustic design services shall depend on the complexity of the works to be undertaken.



- 4.2 Should the Owner/Client hire separately the services of other Specialist Consultants (**SCs**), their fee shall be for the account of the Owner/ Client and shall be paid directly to the **SC**.
- 4.3 For this Specialized Service, the payment of the Architect's services shall be as stated in the **Architect's Guidelines**.

203.3 ARCHITECTURAL LIGHTING LAYOUT AND DESIGN

1. INTRODUCTION

- 1.1 Architectural Lighting Layout and Design Services involves the detailed planning and design of light transmission, timing and control for compatibility with the architectural design concept.
- 1.2 One of the limiting criteria in building design has been the need to control light in an enclosed or defined space. The continuing evolution of products and techniques in lighting has provided a wider flexibility in the design of the building's interior and exterior environments. This allows the Architect to build an environment that answers the lighting demands of varied activities within and outside a building.

2. SCOPE OF SERVICES

- 2.1 The Architect is the **prime professional** commissioned by the Owner/Client to plan and design the building / structure and all its utilities and to coordinate the works of all allied design professionals involved in the project including all inter-disciplinary and specialized works. He shall make certain that these inputs comply with the requirements of the project and are compatible with the architectural design concept.
- 2.2 As a specialist for lighting layout and design, the Architect :
 - 2.2.1 prepares the drawings and specifications for lighting design, illumination, fixture placement, efficiency, energy considerations, etc.
 - 2.2.2 assists the Owner/ Client in bidding out the work or in negotiating with a specialty sub-contractor
 - 2.2.3 checks and approve samples of materials and fixtures
 - 2.2.4 conducts final inspection of work and fixtures
 - 2.2.5 assists Owner/ Client to evaluate the amount due the sub-contractor

3. MANNER OF PROVIDING SERVICES

The Architect may enter into contract with the Owner in two possible ways:



- 3.1** Working in a dual capacity as Architect-of-record and as Consulting Architect for architectural lighting and layout design services.
- 3.2** Working as Consulting Architect for architectural lighting and layout design services only.

4. METHOD OF COMPENSATION

- 4.1** The Architect's Fee for lighting layout and design services shall depend on the complexity of the works to be undertaken.
- 4.2** Should the Owner/Client hire separately the services of Specialist Consultants, the fee shall be for the account of the Owner/Client and shall be paid directly to the Consultant.
- 4.3** "Cost of the Work" means the total cost of all fixtures and accessories, which were either designed, specified or procured by the Specialist Architect and/or his Specialist Consultants (**SCs**) for the Owner/ Client, and that were used or installed in the project.
- 4.4** For this Special Service, the payment of the Architect's services shall be as stated in the **Architect's Guidelines**

203.4 SITE DEVELOPMENT PLANNING (SDP) SERVICES

1. INTRODUCTION

- 1.1 The space planning, architectural lay-outing and utilization of spaces within and surrounding a specific building / structure in relation with the existing natural and/or built environments have to be a well-coordinated effort so that both the building / structure and the host environment shall act as one. Arising from his concept of the total environment, the Architect is not merely concerned with the building / structure he creates but with the grounds and surrounding space as well. He studies the existing environment in relation to the building / structure and consequently lays out the areas / grounds immediately surrounding the building / structure.
- 1.2 Ordinarily, the landscaping layout of small building projects could be done by the Architect as part of the site development planning (**SDP**) effort. However, if the project is large in scale, the Architect must hire other State-regulated professionals (**RLPs**) as qualified Specialist Consultants (**SCs**).

2. SCOPE OF SERVICES

- 2.1 The Architect, upon designing a building / structure, complements this with the design of the surroundings that will make the space fit for a specific mood and for the required activities. He lays out the open spaces in and around the structure such that they contribute to the totality of the project.
- 2.2 In order to achieve a well-balanced design of the environment enveloping a specific building / structure, the Specialist Architect:



2.2.1 conceptualizes the entire site development plan (SDP) including the generic scope of civil works and the general scope of softscape and hardscape requirements.

2.2.2 conceptualizes the specifications for the needed civil works and utility lines.

2.2.3 assists the Owner/Client in bidding out the work or negotiating with landscape, waterscape, rock formation contractors, etc., but mainly when no **SC** is available.

3. MANNER OF PROVIDING SERVICES

The Architect may enter into contract with the Owner in two possible ways:

- 3.1 Working in a dual capacity as Architect-of-record and as Consulting Architect for site development planning services.
- 3.2 Working as Consulting Architect for site development services only.

4. MANNER OF COMPENSATION

- 4.1 The Architect's Fee for site development planning (**SDP**) services shall depend on the estimated cost of the civil works and landscaping works i.e. hardscape and softscape, depending on the magnitude and complexity of the work required by the project. If the Architect is also certified and licensed as a separate **RLP** e.g. a Landscape Architect, and is suitably experienced, the Architect's fee shall increase correspondingly, depending on the magnitude and complexity of the work required by the project.
- 4.2 Should the Owner/ Client separately engage the services of a **Landscape Architect**, the fee of the said Specialist Consultant shall be for the account of the Owner/Client and paid directly to the SC.
- 4.3 For this Specialized Service, the payment of the Architect's services shall be as stated in the **Architect's Guidelines**.

203.5 SITE AND PHYSICAL PLANNING (INCLUDING MASTER DEVELOPMENT PLANNING, SUBDIVISION PLANNING AND URBAN DESIGN) SERVICES

1. INTRODUCTION

- 1.1 Physical planning refers to the orderly arrangement within a piece of land or property on which vertical structures such as buildings, monuments and the like, as well as horizontal developments such as rights-of-way (ROWs), open spaces and activity spaces are to be proposed.
- 1.2 Planning, as we know it today, started with physical planning, with Architects performing the lead role. The great cities of the world have taken shape mainly through the activities of visionary Architects who actively engaged in physical planning.



- 1.3 The Architect is concerned not merely with a building / structure but with its immediate surroundings as well. In planning for a building, he studies its interrelationship with other structures, the surrounding environment, and their effect and impact on the neighboring areas.
- 1.4 If the Architect is commissioned to do physical plans for specific site, he has to go beyond the study of human behavior and activities and must undertake an in-depth study of the host site's economic systems, its laws and regulations, tax structure, infrastructure, utilities, and all other components that will have a bearing on the project.

2. SCOPE OF SERVICES

- 2.1 All ideas and concepts have to be translated into physical plans before they can be implemented. It is the Specialist Architect who provides a multi-dimensional point-of-view to a 2-dimensional physical plan. By virtue of the Architect's training and experience in coordinating the works of a multi-disciplinary team, the Architect becomes the logical Prime Professional responsible for directing team efforts to deal with the required physical planning work.
- 2.2 Physical planning is concerned with the general quality of the settings for people and their activities, buildings and other natural and man-made phenomenon.
- 2.3 The Architect undertakes the site planning of a project that requires a composite arrangement of several buildings/ structures and their requisite amenities, facilities, services and utilities within a natural or built setting.
- 2.4 Should other services be required by the project, such as environmental studies, feasibility studies, market analysis, access / movement systems, impact analysis and others, said services should be performed by duly-qualified professionals with the Architect acting as the **Lead Professional** of the physical planning team.
- 2.5 Depending on the complexity of the project, the Architect may hire additional Specialist Consultants (**SCs**) whose expert advice may be needed to validate certain features of the physical plan. The fee of any additional **SC** needed in the project must be paid separately by the Owner/Client.
- 2.6 When the Architect is commissioned to do physical planning for building sites such as Industrial Estates, Commercial, Religious, Institutional and Government / Civic Centers, Sports Complexes, Tourist Centers / Tourism Estates / Resorts, Amusement Parks, Educational Facilities, Residential and Housing Subdivisions and the like, the Architect:
 - 2.6.1 confers with the Owner/ Client on project requirements, secures sufficient primary and secondary data to generate reliable projections and analyses which are to be used as basis for the preparation of physical plans/designs.
 - 2.6.2 examines laws, ordinances, rules and regulations affecting the project i.e. code searches, and considers the best industry practices applicable.
 - 2.6.3 prepares framework and conceptual master development plans (**FRDPs** and **CMDPs**) and report/s from relevant information gathered by other disciplines.



- 2.6.4 prepares Preliminary up to Detailed Master Development Plans (**PMDPs/ DMDPs**) showing the physical layout / distribution of areas, road network/s, vehicular and pedestrian movement / access systems, legal easements, basic utility layouts / corridors, landscape layouts, lot pad elevations, lot primacy matrices, deed of restrictions (**DoR**), development standards and guidelines (**DSG**), lot counts and typology, land use tabulations, building footprints, roof-prints, basement level-prints, view corridors, building cast shadow projections and/or reflected light / heat projections from buildings, etc., and presents the same to the Owner/Client, the Government and at public consultations as needed.
- 2.6.5 prepares the **SPPCC** for the total physical development.
- 2.6.6 undertakes modifications, revisions and changes as may be required by the Owner/ Client and the project within the engagement period.
- 2.6.7 prepares the finalized plans, reports and specifications needed for approval by Owner/ Client or proper government agencies concerned.
- 2.6.8 prepares the phasing of the construction with the concurrence of the Owner/Client.
- 2.6.9 prepares Project Cost Estimates (PCE) based on current cost parameters.

1. MANNER OF PROVIDING SERVICES

The Architect may enter into contract with the Owner in two possible ways:

- 1.1** Working in a dual capacity as Architect-of-record and as Consulting Architect for site and physical planning services.
- 1.2** Working as Consulting Architect for site and physical planning services only.

2. MANNER OF COMPENSATION

The fee structure for Site and Physical Planning Services by the Architect shall be as stated in the **Architect's Guidelines**.

203.6 COMPREHENSIVE DEVELOPMENT PLANNING (CDP) SERVICES

1. INTRODUCTION

- 1.1 Comprehensive Development Planning (CDP) Services are based on the concept of expanded physical planning services to include other activities necessary for the proper handling of the numerous components considered in the formulation, implementation and realization of a Master Development Plan (MDP).
Comprehensive Development Planning (CDP) covers the range of all services from

primary data gathering through the formulation of the MDP and the parallel preparation of the environmental impact assessment / statement (EIA/S).

- 1.2 While the planning team is multi-disciplinary, the CDP Services may place heavy emphasis on the non-physical / non-engineering components of the development plan i.e. financial, economic / market demand / forecast, administrative-political-institutional-legal, socio-cultural, environmental, and the like. In contrast, MDP Services puts a premium on the physical planning and engineering components of the development plan, which are the direct or sequential physical translations of the inputs from the initial stages of the CDP effort.
- 1.3 If suitably trained and experienced, the Architect's ability to synthesize and organize into a whole (*the various information relating to the user's needs, perception and expectations, site and climatic conditions, construction technology, materials, cost and other information*) qualifies him to take the lead role in an undertaking that cuts across various disciplines.
- 1.4 The Consulting Architect is concerned with the management and use of land as well as the conservation, preservation and upgrading of the human environment. Since the Architect, particularly if a separate RLP i.e. Environmental Planner (EnP) with suitable training and experience in physical and land use planning, has the social commitment and technical experience as coordinator of several disciplines, he is qualified to lead the multi-disciplinary team in offering Comprehensive Development Planning (**CDP**) Services.

1. SCOPE OF SERVICES

- 1.1 If the Architect (an RLA) is separately qualified and suitably experienced as an Environmental Planner, the range of all services offered by the Architect from data base gathering, to the preparation of environmental impact assessments/statements (EIA/S), up to the formulation of the Comprehensive Development Plan (CDP), may include the following components:
 - 1.1.1 Physical Component - land use and the changes which occur within the physical environment (within the space where such activities take place), represented mainly by the MDP.
 - 1.1.2 Economic Component - the nation's assets and its management.
 - 1.1.3 Socio-Cultural Component - the people, their living conditions and the seeking of ways to ameliorate it.
 - 1.1.4 Transport Component - road and transit networks, land-sea-air linkages, the movement of people and goods from one place to another.
 - 1.1.5 Legal and Administrative Component - the relationship of adopted development proposals and policies to existing laws.
- 1.2 Comprehensive Development Planning (**CDP**) calls for the detailed study of physical, social, economic and administrative components and as such requires the expertise and knowledge of Specialist Consultants (**SCs**).



- 1.3 When the Consulting Architect is commissioned to do a Comprehensive Development Planning effort, he performs the following:
 - 1.3.1 identifies existing land use, resources, social behavior and interaction;
 - 1.3.2 undertakes environmental analysis, demographic analysis and feasibility studies;
 - 1.3.3 examines existing laws, ordinances, political/ social constraints;
 - 1.3.4 prepares the conceptual development plans, policies, implementing strategies to arrive at the desired comprehensive and/or master planning solution/s.

2. MANNER OF PROVIDING SERVICES

The Architect may enter into contract with the Owner in two possible ways:

- 2.1 Working in a dual capacity as Architect-of-record and as Consulting Architect for comprehensive development planning services.
- 2.2 Working as Consulting Architect for comprehensive development planning services only.

3. MANNER OF COMPENSATION

Compensation for the foregoing specialized architectural service shall be through man-months i.e. 22 man-days multiplied by 8 man-hours, and multiplied by a factor to cover other direct and indirect costs e.g. overhead, etc. or as prescribed by the **Architect's Guidelines**.

203.7 HISTORIC AND HERITAGE CONSERVATION AND PLANNING

The suitably trained and experienced Consulting Architect in this area of architectural practice provides research, assessment, recording, management, interpretation and conservation of historical heritage.

203.8 SECURITY EVALUATION AND PLANNING

The Consulting Architect in this area of practice arranges and formulates methods of rating and ascertaining the value of structures or facilities which must be fully secured, kept safe, protected, assured, guaranteed and provided sufficient safeguards for the conduct of any work or activity.

203.9 BUILDING SYSTEMS DESIGN

The Architect in this area of practice engages in methods of producing building components in a highly engineered, efficient and cost-effective manner, particularly for residential and commercial applications.



203.10 FACILITIES MAINTENANCE SUPPORT

The Consulting Architect in this area of practice provides the Owner/Client with means and measures to ensure the proper function and maintenance of the building / structure and site after final inspection.

203.11 BUILDING TESTING AND COMMISSIONING

The Architect in this area of practice recommends the systematic process of ensuring that a building / structure's array of systems is planned, designed, installed and tested to perform according to the design intent and the building's operational needs. If the building materials, equipment and systems are not installed properly or are not operating as intended, the effectiveness, efficiency, productivity and other benefits of high performance plans/designs will not be achieved.

203.12 BUILDING ENVIRONMENT CERTIFICATION

A building environment rating system is needed to evaluate the environmental performance of a building and to encourage market migration towards sustainable design. The rating system must be:

- credit-based, allowing projects to earn points for environment-friendly use of the building / structure and actions taken during planning, design, construction and occupancy.
- flexible, such that projects need not meet identical requirements to qualify.
- consensus-based and market-driven in order to accelerate the development and implementation of green building practices.

The Consulting Architect in this area of practice must have much more than the basic knowledge of Green Architecture and Environmental and/or Sustainable Design and sufficient knowledge of the governing environmental laws and environmental investigation processes and procedures under international protocols such as the Philippine Solid Waste, Clean Air and Clean Water Acts, DENR administrative issuances and the like.

203.13 FORENSIC ARCHITECTURE

The Architect in this area of practice undertakes a scientific study on the built environment's well-being, which allows the Architect to focus on the ways in which the building/structure can best maintain itself and prolong its life in a cost-efficient manner, and finally provide recommendations to the Owner/ Client. The forensic study may include:

- determination as to the causes of building, building component and/or building material deterioration
- the causes of observed building deficiencies e.g., non-compliance with planning and building laws, deviations from original use or function of spaces



- research on possible faulty activities and operations during the project implementation phase
- determination of faulty plan/ design and/or construction methodology.

203.14 BUILDING APPRAISAL

Appraisal is defined as an act or process of estimating value. The Consulting Architect in this area of practice places value on the building / structure condition and defects, and on its repair and maintenance, including the required improvements.

203.15 STRUCTURAL CONCEPTUALIZATION

The Architect in this area of practice conceives, chooses and develops the type, disposition, arrangement and proportioning of the structural elements of an architectural work, giving due considerations to safety, cost-effectiveness, functionality and aesthetics.

203.16 PRELIMINARY SERVICES

The Consulting Architect in this area of practice must have much more than the basic knowledge of Site Analysis, Space Planning and Management, Architectural Programming, and the other services under **SPP** Document 201.

203.17 CONTRACT DOCUMENTATION AND REVIEW SERVICES

The Architect in this area of practice must have much more than the basic knowledge of Specification Writing, Estimation and Quantity Survey, Architectural Production, Architectural Software, Architectural Support Services and Contract Document Review.

203.18 POST-DESIGN SERVICES (INCLUDING CONSTRUCTION SERVICES)

The Consulting Architect in this area of practice must have much more than the basic knowledge of Pre-Construction, Construction, Post-Construction and the other services under SPP Documents 204, 206 and 207.

Included under this specialized practice is the preparation of the Fire Safety and Life Assessment Report (**FALAR**) required by R.A. No. 9514, the 2008 Fire Code of the Philippines and its 2009 IRR.

203.19 DISPUTE AVOIDANCE AND RESOLUTION

The Architect in this area of practice must have much more than the basic knowledge of the various modes of Alternative Dispute Resolution (**ADR**) prescribed under R.A. No. 9285, the ADR Act of 2004 and its IRR i.e. Construction Arbitration, Mediation and Conciliation, Negotiation and of Contract Administration, Quality Surveys, Appraisals and Adjustments and Expert Testimony. An Architect specializing in **ADR** must preferably be State-accredited.



203.20 ARCHITECTURAL RESEARCH METHODS

The Consulting Architect in this area of practice must have much more than the basic knowledge of Research Methods, Philippine Architecture and its History, Architectural Materials and Finishes, Building Types and Standards, Architectural Design Trends, Architectural Writing and Architectural Photography.

203.21 SPECIAL BUILDING/ FACILITY PLANNING AND DESIGN

The Architect in this area of practice must have much more than the basic knowledge of the Planning and Design Processes required for Housing Developments, Recreational and Tourism Estates, Health Care and Hospitality Facilities, Transportation and Telecommunications Facilities, Production and Extractive Facilities, Utility-related Developments, Secure Facilities, Business and Industrial Parks, Economic Zones and Community Architecture and the like.

203.22 BUILDING COMPONENTS

The Consulting Architect in this area of practice must have much more than the basic knowledge of Building Materials and Finishes, Construction Methodologies, Building Envelopes including cladding and roofing systems, Architectural Fenestrations and Architectural Hardware, Fixtures and Fittings.

203.23 MANAGEMENT OF ARCHITECTURAL PRACTICES

The Architect in this area of practice must have much more than the basic knowledge of the Types of Architectural Office Operations, Architectural Office Management, Accounting / Finance / Taxation / Audit, Labor Code, Architectural Marketing and Project Development, Proposals / Negotiations / Contracts, Contract Administration, File Management and Limitations of Business Process Outsourcing (BPO) and Knowledge Process Outsourcing (KPO) Operations.

General Notes:

METHOD OF COMPENSATION FOR SPECIALIZED ARCHITECTURAL SERVICES

Compensation for the foregoing specialized architectural services, all of which may be classified as additional or extra services, shall be through man-months i.e. 22 man-days multiplied by 8 man-hours, and multiplied by a factor to cover other direct and indirect costs e.g. overhead, etc. or any other applicable mode of determination of the Architect's fee as stated in Doc. 201, Doc. 202 and the **Architect's Guidelines**.

STANDARD OF PROFESSIONAL PRACTICE (SPP) ON FULLTIME SUPERVISION SERVICES

(Part of the IRR of R.A. No. 9266)

SPP Document 204-A



(replacing the 1979 UAP Doc. 204-A)

1. INTRODUCTION

- 1.1 For the past 50 years, four principal members were involved in the design and building construction process:
 - 1.1.1 The Owner who orders for the implementation of a project;
 - 1.1.2 The Architect and his Specialist Consultants (SCs) who render plan / design services and limited inspection work;
 - 1.1.3 The Contractor who performs the construction work;
 - 1.1.4 The individual or group of individuals who assist in the supervision and delivery of the work.
- 1.2 The Architect-in-charge of construction (Aicc) is directly and professionally responsible and liable for the construction supervision of the project.
- 1.3 When projects were still manageable in size, the Architect was then assisted by a construction inspector, traditionally called Clerk-of-Works. As projects became more complex, it became necessary for a construction supervision group to do the full-time inspection at the project site.
- 1.4 The Construction Supervision Group (CSG) is normally recommended by the Architect based on their performance, and hired by the Owner. They are answerable to both the Owner and Architect.

2. SCOPE OF SERVICES

- 2.1 Quality Control
 - 2.2 Evaluation of Construction Work
 - 2.3 Preparation of Daily Inspection Reports
 - 2.4 Filing of documents
- The detailed tasks shall be as specified under the **Architect's Guidelines**.

3. MANNER OF PROVIDING SERVICES

There are two ways by which the Architect may enter into contract with the Owner:



3.1 Working in a dual capacity as Architect-of-record and as Consulting Architect for fulltime supervision services or as the Construction Supervision Group (CSG). As the Architect-of-record (Aor) of the project, the Aor is in a better position to interpret his drawings and documents and to assure conformity by the Contractor. He can assign his staff to undertake the fulltime supervisory work to perform the works as enumerated in the Architect's Guidelines.

3.2 Working as Consulting Architect for fulltime supervision services only or as the CSG.

4. METHOD OF COMPENSATION

The Architect's compensation is based on the Architect's / architectural firm's talents, skill, experience, and on the type and level of professional services provided. Compensation for Fulltime Supervision Services may be based on one or more of the following:

4.1 Percentage (%) of Project Construction Cost (PCC)

The Architect's Fee for Fulltime Supervision as based on the PPC shall be detailed in the **Architect's Guidelines**.

4.2 Multiple of Direct Personnel Expenses

This cost-based method of compensation is applicable only to non-creative work such as accounting, secretarial, research, data gathering, preparation of reports and the like. This method of compensation is based on technical hours spent and does not account for creative work since the value of creative design cannot be measured by the length of time the designer has spent on his work. The computation is made by adding all costs of technical services (man hours x rate) and then multiplying it by a multiplier to cover overhead and profit.

The multiplier ranges from 1.5 to 2.5 depending on the office set-up, overhead and experience of the Architect and the complexity of the Project.

Other items such as cost of transportation, living and housing allowances of foreign consultants, out-of-town living and housing allowances of the local consultants and the like, are all to be charged to the Client. At the start of the commission, the Architect shall make known to the Client the rate of professionals and personnel who will be assigned to the Project and the multiplier that has to be applied before agreeing on this method of compensation.

FORMULA

Assume:

A = Architect's rate / hour

C = Consultant's rate / hour

T = Rate per hour of Technical Staff, Inspectors and others involved in the Project



AN, CN, TN = No. of hours spent by Architect, Consultants and Technical Staff

M = Multiplier to account for overhead and reasonable profit. The value may range from 1.5 to 2.5 depending on the set-up of the Architect's office and the complexity of the Project.

R = Reimbursable expenses such as transportation, housing and living allowance of Consultant, transportation, per diem, housing and living allowance of local consultants and technical staff if assigned to places over 100km. from area of operation of the Architect.

Cost of printing of extra set of drawings, reports, maps, contract documents, etc. over the seven (7) copies submitted to the Client, overseas and long distance calls, technical and laboratory tests, licenses, fees, taxes and similar cost items needed by the Project.

Direct cost = AN + CN + TN

Fee = Direct Cost x M

Total Cost of Service charged to Client = Fee + R

4.3 Professional Fee Plus Expenses

This method of compensation is frequently used where there is continuing relationship involving a series of projects. It establishes a fixed sum over and above the reimbursement for the Architect's technical time and overhead. An agreement on the general scope of the work is necessary in order to set an equitable fee.

4.4 Lump Sum or Fixed Fee

This method may be applied to government projects since they entail more paper work and time-consuming efforts.

4.5 Per Diem, Honorarium Plus Reimbursable Expenses

In some cases a Client may request an Architect to do work which will require his personal time such as:

7.18.1 attending project-related meetings, conferences or trips;

7.18.2 conducting ocular inspection of possible project sites; and

7.18.3 conferring with others regarding prospective investments or ventures and the like.

For these particular activities, the Architect as agent of the Owner may be paid on a *per diem* and *honorarium* basis plus out-of-pocket expenses such as but not limited to travel, accommodations and subsistence.

4.6 Mixed Methods of Compensation



The **SPP** provides for more than one method of compensation on a project. Each project should be examined to determine the most appropriate method of compensation.

5. LIMITATION OF AUTHORITY

- 5.1 The Construction Supervision Group (CSG), which may be a qualified architectural firm, or which the Architect is only part of, shall not assume the responsibility of the Contractor's project superintendent.
- 5.2 The CSG shall not make decisions on matters that are the sole responsibility of the Architect-of-record (Aor).

6. LEGAL RESPONSIBILITY

- 6.1 The Construction Supervision Group (CSG) is responsible to the Owner only for administrative matters. For technical matters, the CSG is responsible to the Architect-of-record (Aor).
- 6.2 Under Article 1723 of the present Civil Code, the CSG may appear *not* to have any legal responsibility since the Architect-of-record (Aor) and Engineers-of-record (Eors) are responsible for the design while the Contractor is responsible for the construction. However, a Service Contract / Agreement between the CSG and the Owner may stipulate certain professional responsibilities and civil liabilities of the CSG, particularly if the CSG is party to the review of the Contract Documents and their subsequent evaluation and interpretation during the course of construction.
- 6.3 If the Aor (and Eors) and the Contractor are sued by an Owner for civil liabilities due to the performance or non-performance of certain acts traceable to the CSG, the Aor and Eors may file cross claims against the CSG.

7. QUALIFICATIONS

Inspectors of the Construction Supervision Group (CSG) must have the ff:

- 7.1 A Bachelor of Science in Architecture (B.S. Arch.) degree
- 7.2 Extensive experience in design and building construction and must be very knowledgeable in building materials and construction detailing.



STANDARD OF PROFESSIONAL PRACTICE (SPP) ON CONSTRUCTION MANAGEMENT SERVICES

(Part of the IRR of R.A. No. 9266)

SPP Document 204-B

(replacing the 1979 UAP Doc. 204-B)

1. INTRODUCTION

- 1.1 Due to the increasing complexity of construction projects, there is an upward demand for more effective cost control and faster project implementation consistent with high quality of work. Construction Management Services were thus instituted to fill this need in the construction industry.
- 1.2 The Construction Manager (CM) could either be:
 - 1.2.1 a member of the staff of the Owner,
 - 1.2.2 an independent individual, or
 - 1.2.3 a firm hired by the Owner to manage the construction of a particular project.
- 1.3 The Architect can serve as the Construction Manager (**CM**). His training in the coordination of various specialties allows him to supervise and assure proper monitoring of all construction activities with regards to quality, workmanship and cost.

2. FUNCTIONS AND DESCRIPTION OF TASKS

- 2.1 The responsibilities of the Construction Manager (CM) include the functions of the Construction Supervision Group (CSG). (reference Doc. 204-A and Architect's Guidelines)
 - 2.1.1 Coordination and Supervision
 - 2.1.2 Cost and Time Control
 - 2.1.3 Quality Control of Work and
 - 2.1.4 Keeping of Records
- 2.2 The Construction Manager (CM) may hire the CSG to be under his employ or may supervise the CSG hired directly by the Owner.

3. LIMITATION OF AUTHORITY

The Architect as the Construction Manager shall **not**:



- 3.1 involve himself directly with the work of the Contractor such that it may be construed that he is assuming the Contractor's liability as provided for in Article 1723, etc. of the Civil Code.
- 3.2 Impose methods, systems or designs that will substantially affect the construction schedule and impair the design concept of the Architect.

4. LEGAL RESPONSIBILITY

- 4.1 The Architect as the Construction Manager (CM) is directly responsible to the Owner on all aspects of the construction work: programming, coordination, quality and cost control and time management.
- 4.2 The CM assumes no liability in case equipment fail to function or if a portion of the building collapses:
 - 4.2.1 due to deficiencies in the plan / design, provided the CM did **not** participate in the plan / design review and approval, or
 - 4.2.2 due to the deficiencies in the manner of construction, provided the CM faithfully discharged his function/s during the construction / project implementation.

5. QUALIFICATIONS

The Construction Manager may be an individual or a firm.

- 5.1 The individual or the principal of the firm must be a State-regulated professional, preferably an Architect with managerial capabilities and extensive experience in the field of construction. The Architect must be a Registered and Licensed Architects (RLA), with an updated professional identification card and must be a member in good standing of the Integrated and Accredited Professional Organization of Architects (IAPOA).
- 5.2 Architects who are Contractors or who have already been in responsible charge of construction works are usually capable of becoming Construction Managers (CMs).

6. METHOD OF COMPENSATION

- 6.1 Since construction management is not part of the regular services of the Architect, the services rendered by the Architect as a Construction Manager (CM) shall be separately compensated.



STANDARD OF PROFESSIONAL PRACTICE (SPP) ON POST-CONSTRUCTION SERVICES

(Part of the IRR of R.A. No. 9266)

SPP Document 205

(replacing the 1979 UAP Doc. 205)

1. INTRODUCTION

- 7.3 Building administration and management goes beyond maintenance and upkeep functions. It requires the services of a multi-disciplinary professional who can perform a wide range of functions for the efficient and economical operation and maintenance of a building, facility or a complex.
- 7.4 In Post-Construction Services, the channels of communication are kept open among the building owners, operators, architects, engineers, builders, manufacturers, building research groups, utility providers, furniture and equipment vendors and building administrators/ property managers to provide access to information regarding the performance and upkeep of buildings.
- 7.5 The Architect may be engaged as the Building Administrator and/or Property Manager of a commercial, industrial, residential or institutional building, facility or complex to maximize the lifespan of the building/s in order to produce the maximum economic return.

8. SCOPE OF SERVICES

8.1 Building and Facilities Administration

8.1.1 Building Maintenance. The Architect shall:

- a. see to it that the building and all the parts thereof (structure, plumbing, electrical, partitions, finishes, etc.) are all in good condition.
- b. formulate and enforce rules for the proper use of the building and facility, particularly in the common areas and the emergency/ egress/ exit areas.
- c. monitor security services, and
- d. monitor maintenance and upkeep services (cleanliness of corridors, lobbies, stairs and other common areas, exits, parking areas, garbage collection)



1.1.1 Grounds and Landscaping Supervision. The Architect shall:

- a. supervise landscape contractors and gardeners for the proper watering, pruning, trimming and maintenance of the landscape (both hardscapes and softscapes);
- b. maintain orderly entrances, exits and parking areas; and
- c. maintain streets i.e. road rights-of-way (RROWs), walkways, and ramps.

1.1.2 Building Equipment Maintenance. The Architect shall:

- a. assist the proper third parties in seeing to it that all equipment (air-conditioning, sprinkler system, generators, transformers, telecommunications equipment, etc.) are properly maintained and in good working condition

1.1.3 Business Development and Management. The Architect shall:

- a. innovate schemes to attain maximum building occupancy
- b. bill the tenants for rentals and utilities (electricity, water, telephone, cable, gas and other/ related dues)

1.2 Post-Construction Evaluation

2.2.1 Upon the request of the Owner, the Architect shall:

- a. evaluate the initial design program vs. the actual use of the facility;
- b. determine the effectiveness of the various building systems and the materials systems in use;
- c. assist the proper third parties in evaluating the functional effectiveness of the design and construction process undertaken, and
- d. study, research, and give solutions to any discovered/ emerging/ evolving defects and failures such as shrinkage, water seepage and other problems in the building. This is referred to as “forensic investigation” of the building’s systems (Reference Doc 203).

3. MANNER OF PROVIDING SERVICES

The Architect may enter into contract with the Owner in two possible ways:

- 3.1. Working in a dual capacity as Architect-of-record and as Consulting Architect for post-construction services.
- 3.2. Working as Consulting Architect for post-construction services only.



4. METHOD OF COMPENSATION

- 4.1. Percentage of gross rentals, maintenance and security fees; and/or
- 4.2. Monthly salary/ fee.

STANDARD OF PROFESSIONAL PRACTICE (SPP) ON COMPREHENSIVE ARCHITECTURAL SERVICES

(Part of the IRR of R.A. No. 9266)

SPP Document 206

(replacing the 1979 UAP Doc. 206)

1. INTRODUCTION

8.2 COMPREHENSIVE ARCHITECTURAL SERVICES

8.2.1 The concept of Comprehensive Architectural Services crystallized through the years in response to the demands of emerging complex building projects. The transition of the architectural profession from providing “basic” and “additional” services to that of a comprehensive nature is due to the realization that continuity of services related to design and construction is necessary for the execution of a completely viable project.

8.2.2 Comprehensive Architectural Services refers to the range of professional services that covers Pre-design Services, Regular Design Services, Specialized Architectural Services, Construction Services and Post-Construction Services.

8.2.3 In this extended dimension, the Architect is the prime professional. He functions as creator, author, and coordinator of the building design which becomes the basis for the construction of a project. In order for him to be able to properly assist and serve his Client, the Architect has to be knowledgeable in other fields in addition to building design.

8.2.4 The Architect is not expected to perform all the services. Rather, he is to act as the agent of the Client in procuring and coordinating the necessary services required by a project.

8.3 PROJECT MANAGEMENT (PM)

8.3.1 By his education and training, the Architect may perform any or all of the services as stipulated under Section 2.1 below. However, when the Owner hires an Architect or a firm to coordinate the whole range of Comprehensive Architectural Services (CAS), this constitutes Project Management (PM).



8.3.2 Project Management (PM) involves management activities over and above the normal architectural and engineering (A&E) services carried out during the pre-design, design and construction phase. The over-all objective is to have control over time, cost and quality relative to the construction of a project.

8.3.3 The presence of a Project Manager does not relieve the designers and contractors of their respective normal duties and responsibilities in the design and construction of the project. The PM complements the functions of the Architects, Engineers and Contractors in meeting the broad and complex requirements of projects.

9. SCOPE OF SERVICES

9.1 COMPREHENSIVE ARCHITECTURAL SERVICES

9.1.1 Pre-Design Services (SPP Document 201)

- 9.1.1.1 Consultation
- 9.1.1.2 Pre-Feasibility Studies
- 9.1.1.3 Feasibility Studies
- 9.1.1.4 Site Selection and Analysis
- 9.1.1.5 Site Utilization and Land-Use Studies
- 9.1.1.6 Architectural Research
- 9.1.1.7 Architectural Programming
- 9.1.1.8 Space Planning
- 9.1.1.9 Space Management Studies
- 9.1.1.10 Value Management
- 9.1.1.11 Design Brief Preparation
- 9.1.1.12 Promotional Services

9.1.2 Regular Design Services (SPP Document 202)

- 9.1.2.1 Project Definition Phase
- 9.1.2.2 Schematic Design Phase
- 9.1.2.3 Design Development Phase
- 9.1.2.4 Contract Documents Phase
- 9.1.2.5 Bidding or Negotiation Phase
- 9.1.2.6 Construction Phase

9.1.3 Specialized Architectural Services (SPP Document 203)

- 9.1.3.1 Architectural Interiors (AI)
- 9.1.3.2 Acoustic Design
- 9.1.3.3 Architectural Lighting Layout and Design
- 9.1.3.4 Site Development Planning (SDP)



- 9.1.3.5 Site and Physical Planning Services (including Master Development Planning, Subdivision Planning and Urban Design)
- 9.1.3.6 Comprehensive Development Planning (CDP)
- 9.1.3.7 Historic and Cultural Heritage Conservation and Planning
- 9.1.3.8 Security Evaluation and Planning
- 9.1.3.9 Building Systems Design
- 9.1.3.10 Facilities Maintenance Support
- 9.1.3.11 Building Testing and Commissioning
- 9.1.3.12 Building Environmental Certification
- 9.1.3.13 Forensic Architecture
- 9.1.3.14 Building Appraisal
- 9.1.3.15 Structural Conceptualization
- 9.1.3.16 Preliminary Services
- 9.1.3.17 Contract Documentation and Review
- 9.1.3.18 Post-Design Services (including Construction Management Services)
- 9.1.3.19 Dispute Avoidance and Resolution
- 9.1.3.20 Architectural Research Methods
- 9.1.3.21 Special Building/ Facility Planning and Design
- 9.1.3.22 Building Components
- 9.1.3.23 Management of Architectural Practices

9.1.4 Construction Services

- 9.1.4.1 Fulltime Supervision Services (SPP Document 204-A)
- 9.1.4.2 Construction Management Services (SPP Document 204-B)

9.1.5 Post-Construction Services (SPP Document 205)

- 9.1.5.1 Building and Facilities Administration
- 9.1.5.2 Post-Construction Evaluation

9.2 PROJECT MANAGEMENT (PM)

9.2.1 Pre-Construction Phase

As early as during the design development phase, perhaps even concurrently with the Architect's commission, the Project Manager (PM) should conduct regular consultations with the Owner and with the Architects and Engineers (for A&E services) on all aspects of planning for the project.

9.2.2 Construction Phase

If the Project Manager (PM) also serves as the Construction Manager (CM) to oversee time, cost and quality control during the construction of the project, he shall provide the services detailed under SPP Documents 204-A and/or 204-B.

10. MANNER OF PROVIDING SERVICES

10.1 COMPREHENSIVE ARCHITECTURAL SERVICES



10.1.1 Normally, the Architect enters into a contract with the Owner to perform Comprehensive Architectural Services. By the very nature of the services, he assumes the dual role of the Project Manager (PM) and the Construction Manager (CM), or effectively the overall coordinator whose functions are outlined under this SPP.

10.1.2 To perform the variety of services indicated under the Comprehensive Architectural Services, the Architect must make full use of his own capability as well as of services offered by other professionals. He may expand his staff by hiring the experts needed, or he may form a team consisting of professionals such as but not limited to:

- 10.1.2.1 Architects
- 10.1.2.2 Engineers
- 10.1.2.3 Market Analysts
- 10.1.2.4 Accountants
- 10.1.2.5 General Contractors
- 10.1.2.6 Real Estate Consultants
- 10.1.2.7 Sociologists
- 10.1.2.8 Planners
- 10.1.2.9 Bankers
- 10.1.2.10 Lawyers

10.2 PROJECT MANAGEMENT (PM)

10.2.1 If a Project Manager (PM) is hired by the Owner, it may be the responsibility of the PM to either hire the Construction Manager (CM) to be paid either by him or directly by the Owner on salary, or on the basis of percentage of construction cost or to serve as the CM himself. In like manner, the Fulltime Supervisor can either be a staff member of the PM or hired directly by the Owner.

10.2.2 The Project Manager (PM, whether individual or firm) operates as a member of an Owner-Architect-Engineer-Contractor Team. In the Team Approach, each member of the team will have precedence in his own field of operations or expertise. In accordance with this principle:

- 4.1.1.1 The Architect and the Specialist Consultants (SCs) will have prime responsibility for the plan/design of the project.
- 4.1.1.2 The Engineers will be responsible for their respective engineering plans.
- 4.1.1.3 The Contractor shall be responsible for his men and equipment and the delivery of the project.
- 4.1.1.4 The Owner makes decisions on the project and assures that funds are available to complete the project.
- 4.1.1.5 The Project Manager (PM)'s primary responsibility is the exercise of overall cost control. He will plan, program and monitor the various



activities, and will act as an adviser on material costs and construction methods.

11. METHOD OF COMPENSATION

- 11.1 The Project Manager is compensated on a percentage basis, as shall be described in the Architect's Guidelines.
- 11.2 If the Architect as Project Manager (PM) performs regular design services for the same project, he shall be compensated separately for these services as stipulated in SPP Document 202.

STANDARD OF PROFESSIONAL PRACTICE (SPP) ON DESIGN-BUILD SERVICES

(Part of the IRR of R.A. No. 9266)

SPP Document 207

(replacing the 1979 UAP Doc. 207)

1. INTRODUCTION

- 1.1 In any building project, there is need to balance the elements of time, quality and cost, which, in many cases, can best be achieved by the Architect performing Design-Build Services.
- 1.2 The building industry and the architectural profession have devised several methods of project delivery with the ultimate goal of handling projects in the shortest possible time, at the lowest possible cost and at an acceptable quality and performance.
- 1.3 An Architect with his education, training and expertise qualifies him to take a direct role in the project, from conceptualization to implementation.
- 1.4 Design-Build Services simplifies and expedites the process of project delivery while providing creative cost-effective solutions.



- 1.5 The Architect renders professional services in the implementation of his design. In Design-Build Services, he assumes the professional responsibility and civil liability for both the design and the construction of the project.

2. SCOPE OF DESIGN-BUILD SERVICES

2.1 Design-Build Services by Administration

The scope of Design-Build Services by Administration is similar to that of the Architect's Regular Design Services (reference SPP Document 202):

2.1.1 Project Definition Phase

2.1.2 Schematic Design Phase

2.1.3 Design Development Phase

2.1.4 Contract Document Phase

2.1.5 Construction Phase

When the various phases of design services are completed, the Construction Phase goes beyond periodic inspection and assessment to include the following:

- a. Preparation of schedule of work, program and estimates of materials, labor, transportation, equipment and services as reference for the construction.
- b. Organization and hiring of construction personnel, designation of duties and remunerations
- c. Negotiation and entering into contract with piecework contractors and evaluation of work accomplishments
- d. Procurement of materials, plants and equipment, licenses and permits
- e. Authorizing and undertaking payments of accounts
- f. Keeping records and books of accounts
- g. Negotiation with Government and private agencies having jurisdiction over the project, and
- h. Management of all other business transactions related to the project construction / implementation.

2.2 Design-Build Services with Guaranteed Maximum Project Construction Cost



- 2.2.1 This method is essentially the same as Design-Build Services by Administration except that the Architect provides the Owner/ Client a guaranteed maximum project construction cost for the construction of the project.
- 2.2.2 The Architect gives the Owner/ Client an estimate of the project. If upon completion there is realized savings from the estimated project construction cost; the savings is divided equally between the Owner/ Client and the Architect.
- 2.2.3 The project construction cost is guaranteed by the Architect not to exceed Ten Percent (10%) of the estimated project construction cost. Should the actual cost exceed the estimated project construction cost plus Ten Percent (10%), the Architect shall be liable for the excess amount but only up to the amount of his administration Fee.
- 2.2.4 Should there be additional expenditures beyond the guaranteed maximum project construction cost which are due to legitimate change / variation orders (CVOs), extra work orders (EWOs), substantial escalation of prices of the costs of materials or labor as evidenced by data certified by a nationally recognized agency such as the National Economic Development Authority (NEDA), or to other causes not attributable to the fault of the Architect, the additional costs shall be borne by the Owner/ Client.

12. MANNER OF PROVIDING SERVICES

- 4.5** The Architect may be involved in construction, including that of his own design, by adopting an arrangement different from the general way of bidding out projects to constructors, or from the different modes of Design-Build Services (DBS). Such an arrangement may take the form of any of the following:
 - 4.5.1** The Architect is part of or a member of the entity constructing his design. He works in tandem with or has authorized an entity to construct his design.
 - 4.5.2** The Architect is himself a State-licensed contractor implementing his design (or that of others).
- 4.6** In adopting any of the above arrangements, or any acceptable variation thereof, the Architect must strictly adhere to the following:
 - 4.6.1** The Architect must retain his separate / distinct professional identity, prerogatives and integrity as an Architect, and is therefore subject to the standards and tenets of the SPP, particularly Document 200, otherwise known as the Code of Ethical Conduct and SPP Document 202.
 - 4.6.2** Whatever mode the Architect adopts in being involved in construction, he must strictly adhere to the tenets of the Architects Credo with the pledge that he "shall disclose whenever required, any business investment or venture that may tend to create a conflict of interest, and ensure that such conflict neither compromises the legitimate interest of the Client nor interfere with his duty to render impartial judgment."



5. METHOD OF COMPENSATION

- 5.1** The manner of payment to the Architect follows the progress of construction. The Client directly pays all costs for labor and materials. The Architect does not advance any money for payment of expenditures connected with the work. Generally, a revolving fund is given to the Architect beforehand and is accounted for and subject to periodic auditing by the Client.
- 5.2** The Owner/ Client shall pay for the cost of all permits, licenses and other incidentals to the work.
- 5.3** The Architect may appoint, subject to the Owner / Client's approval, a construction superintendent, purchasing agent, timekeeper and property clerk aside from the usual labor personnel required. Salaries of such persons are paid by the Owner/ Client and not deductible from the Architect's Fee under this SPP.
- 5.4** The method of compensation may be modified by using the relevant alternatives detailed in SPP Doc. 202.

STANDARD OF PROFESSIONAL PRACTICE (SPP) ON ARCHITECTURAL DESIGN COMPETITION (ADC)

(Part of the IRR of R.A. No. 9266)

SPP Document 208

(replacing the UAP Doc. 209)

1. INTRODUCTION

The 2010 Standards of Professional Practice (**SPP**) for PH Registered and Licensed Architects (**RLAs**) is Part of the IRR of R.A. No. 9266 (The Architecture Act of 2004) and was Published 21 February 2011 in the Official Gazette (taking effect on 09 March 2011) **55** of 75



The purpose of this SPP for Architectural Design Competition (ADC) is to state the principles upon which competitions are based and by which Promoters/ Owners should be guided in organizing ADCs. It has been drawn up in the interest of both Project Proponents/ Owners and Competitors.

2. DEFINITIONS

- 2.1 Owner - The person or organization that undertakes or promotes an ADC with the primary objective of obtaining excellence in design for a project or for a development concept. The Owner issues the invitation to Architects to submit plans/designs in accordance with a program and finances the ADC.
- 2.2 Jury - The people appointed by the Owner to assess the entries to the competition. The members of the Jury are called Jurors. It consists of a majority of registered and licensed architects (RLAs, hereinafter referred to as "Architect/s") assisted by a lay Juror to represent and voice the intention of the Owner. They are nominated by the Owner and approved by the integrated and accredited professional organization of architects (IAPOA).
- 2.3 Professional Advisor - An Architect nominated by the Owner and approved by the IAPoA to organize the ADC on behalf of the Owner.
- 2.4 Technical Advisors - Specialist personnel who may be consulted by the Jurors during the conduct of the ADC to permit them to obtain all necessary relevant information.
- 2.5 Competition Secretariat - The body formed by the Owner and approved by the Professional Advisor, to assist the Professional Advisor and the Jury in the administrative conduct of the ADC
- 2.6 Classification of Architectural Design Competitions (ADCs)
 - 2.6.1 ADCs shall be classified as follows:
 - a. Project ADCs for actual Projects proposed for implementation.
 - b. Ideas Competition or competition of ideas set as a design and planning exercise to elucidate a problem.
 - 2.6.2 Project ADCs may be conducted in a single stage or two (2)-stage manner. It may either be open or limited by invitation.
 - 2.6.3 Project ADCs shall be further classified according to degree of complexity based on project classification i.e. under SPP Document 202.
- 2.7 Conditions - The full conditions include the program, instructions on submission of entries, site plans, entry forms and official envelopes and labels. These are drawn up by the Professional Advisor.
- 2.8 SPP on ADC - refers to the Philippine Standard of Professional Practice (SPP) on Architectural Design Competitions (ADC).



- 2.9 IAPOA ADC Committee – appointed by the IAPOA National President to oversee all architectural design competitions (ADCs) referred to the IAPOA.

3. IAPOA APPROVAL

- 3.1 Before the Owner makes any official announcement, the IAPOA through the ADC Committee shall send the Owner a written approval of the draft Conditions, including the timetable, the ADC registration fee (when required) and the composition of the Jury.
- 3.2 Notice of a National Architectural Design Competition (ADC) shall be issued by the Owner and/or the IAPOA ADC Committee Secretariat with a request for publication in technical journals or through other media at their disposal, simultaneously if possible to enable those interested to apply for the competition. Such an announcement shall state where and how the ADC documents may be obtained and that the ADC conditions have received the requisite IAPOA approval.

4. DRAWING UP THE ADC CONDITIONS

- 4.1 It is essential that the ANONYMITY of competitors should be maintained until the final judgment of the competition. In the interest of the competition system, rigorous measures should be taken to ensure that all parties involved adhere to this principle.
- 4.2 The ADC conditions, including the program of requirements of a National ADC shall be identical for all competitors.
- 4.3 The conditions for National ADC, whether single or two (2)-stage, upon or limited shall state clearly:
- 4.3.1 the purpose of the ADC and the intentions of the Owner
 - 4.3.2 the nature of the problem to be solved
 - 4.3.3 all the requirements which Competitors must meet
- 4.4 A clear distinction shall be made between the mandatory requirements of the Competition and those which permit the competitor freedom of interpretation. All competition entries shall be submitted in a manner to be prescribed in the Conditions.
- 4.5 The information supplied to competitors (social, economic, technical, geographical and topographical, etc.) must be specific and not open to misinterpretation. Supplementary information and instructions approved by the Jury may be issued by the Owner to all Competitors selected to proceed to the second (2nd) stage of a two (2)-stage competition.
- 4.6 The Conditions shall state the number, nature, scale and dimensions of the documents, plans or models required and the terms of acceptance of such



documents or models. Where an estimate of cost is required, the Condition must prescribe a standard form of presentation.

5. PROFESSIONAL ADVISOR

- 5.1 A Professional Advisor should be appointed and paid by the Owner and approved by the IAPOA National Board of Directors (NBD) thru its ADC Committee. His role is the supervision of the conduct of the ADC and the preparation of the Conditions. His function includes insuring that the ADC timetable is adhered to, supervising the receipt of Competitor's questions, the dispatch of reply to all Competitors and the receipt of competition entries, and safeguarding the anonymity of Competitors at all times. He will assist the Jury and will be present during its deliberations but he will have no vote. His responsibilities will be limited to the organization and the conduct of the competition.

6. THE JURY

- 6.1 The Jury shall be set up before the official announcement of the competition. Their names and those of the reserve members of the Jury shall be stated in the Conditions.
- 6.2 The Jurors are appointed by the Owner and approved by the IAPOA, which shall assist the Owner in the selection of the Jury members.
- 6.3 The Jury shall be composed of the smallest reasonable number of persons and in any event should be an odd number and should not exceed seven (7). The majority of them, i.e. 4 out of 7, shall be Architects.
- 6.4 To ensure correct conduct of the competition, at least one of the Architect-Jurors shall represent the IAPOA.
- 6.5 There should not be more than one (1) representative of the Owner included in the Jury.
- 6.6 It is essential that all Jurors be present at all meetings of the Jury.
- 6.7 Each Juror shall see the Conditions before they are made available to Competitors.
- 6.8 The decisions of the Jury shall be taken by a majority vote, with a separate vote on each competition plan/design submitted. The list of ADC awards including the Jury's report to the Owner shall be signed by all Jurors before the Jury is dissolved and one copy of this document shall be sent to the IAPOA.
- 6.9 In a two (2)-stage competition, the same Jury should judge both stages of the competition. In no case may a competition that has received IAPOA approval as a single-stage competition proceed to a second (2nd) stage except with IAPOA approval of the Conditions and the arrangements for payment of honoraria to the Competitors involved, over and above the prize money provided for in the original ADC. In the event of a secondary competition taking place, the Jury appointed for the original competition must be reappointed by the Owner.



- 6.10 Any drawings, photographs, models or other documents not required under the regulations shall be excluded by the Jury before it examines a Competitor's entry.
- 6.11 The Jury shall disqualify any design which does not conform to the mandatory requirements, instructions or Conditions for the ADC.
- 6.12 The Jury must make awards. The awards shall be final and made public by a date agreed on with the IAPOA and stated in the competitions. The Jury, when distributing the awards, shall make full use of the amount set aside for prizes in the ADC Conditions.
- 6.13 The fees and travel and subsistence expenses of the Jury members shall be paid by the Owner.

7. PERSONS NOT ELIGIBLE FOR ENTRY TO THE ADC

- 7.1 No member of the Jury will be allowed to take part in the competition, either directly or indirectly, nor be commissioned with work connected with the prize-winning design either directly or indirectly.
- 7.2 No member of the promoting body nor any associate or employee, nor any person concerned with the preparation or organization of the ADC will be eligible to compete or assist a Competitor.

8. PRIZES, *HONORARIA* AND MENTIONS

- 8.1 The Conditions must state the amount and number of prizes. The prizes awarded must be related to the size and complexity of the project, the amount of work involved and the expense incurred by Competitors.
- 8.2 It is important for the Owner to allot adequate prize money to compensate all the Competitors for their work. For Ideas Competition only, it may be possible to remunerate only the first (1st) prize winner.
- 8.3 The Owner undertakes to accept the decisions of the Jury and to pay the prizes allotted within one (1) month of the official announcement of the ADC results.
- 8.4 Each participant in a limited ADC by invitation shall receive an honorarium in addition to the prizes awarded.
- 8.5 In two (2)-stage competitions, a reasonable honorarium shall be paid to each of the Competitors selected to take part in the second (2nd) stage. This sum, which is intended to reimburse them for the additional work carried out in the second (2nd) stage, shall be stated in the Conditions and shall be in addition to the prizes awarded.
- 8.6 The Conditions shall state the use to which the Owner will put the winning plan/design scheme/s. ADC-generated plans/designs may not be used or altered in any way except by agreement with the author. The Owner or his agents are not



free to pick out portions of the entries to compose another plan/ design. This is covered by applicable ownership and copyright provisions under Secs. 20 (4) and 33 of R.A. No. 9266 (The Architecture Act of 2004) and of R.A. No. 8293 (Intellectual property Code of the Philippines) and their respective IRRs.

- 8.7 In Project ADCs, the award of first prize to a plan/design places the Owner under an obligation to entrust the Author of the plan/design with the commission for the Project. If the winning Competitor is unable to satisfy the Jury of his ability to carry out the plan/ design work, the Jury may require the winner to collaborate with another Architect of the winning Competitor's choice, duly approved by the Jury and Owner.
- 8.8 In Project ADCs, provisions shall be made in the ADC Conditions for the first prize winner to receive compensation of a further sum equal to the amount of the first prize if no contract is signed within twelve (12) months of the announcement of the Jury's award. In so compensating the first prize winner, the Owner does not acquire the right to carry out the project except with the collaboration of its Author.
- 8.9 In an Ideas Competition, if the Owner decides to make use of all or part of the winning scheme, he should do so with the collaboration of the Author. The terms of collaboration must be acceptable to the latter.

9. COPYRIGHT AND RIGHT OF OWNERSHIP

- 9.1 The Author of any plan / design shall retain the copyright of his work; no alterations may be made without his / her written consent.
- 9.2 The design awarded first prize can only be used by the Owner upon his commissioning the Author to carry out the plan/design preparation for the project. No other plan / design may be used wholly or in part by the Owner except by agreement with the Author concerned.
- 9.3 As a general rule, the Owner's right to use the ADC-generated plan/design covers one (1) execution only. However, the Conditions may provide for repetitive work and specify the terms thereof.
- 9.4 In all cases, unless otherwise stated in the Conditions, the Author of any design shall retain the sole right of reproduction by virtue of sole copyright under Secs. 20 (4) and 33 of R.A. No. 9266 (The Architecture Act of 2004) and its IRR.

10. REGISTRATION OF COMPETITORS

- 10.1 As soon as they have received details of the architectural design competition (ADC), all Competitors shall register with the Owner. Registration implies acceptance of the Conditions of the ADC.
- 10.2 The Owner shall issue to all Competitors all the necessary documentation for preparing their plans / designs. Where the furnishing of such documentation is conditional on payment of a deposit, unless otherwise stated, such a deposit shall be returned to Competitors who submit a bona fide plan / design.



- 10.3 The names of those Competitors selected to proceed to the second (2nd) stage of a two (2)-stage competition shall be made public only under exceptional conditions to be agreed on by the Jury before the launching of the ADC.

11.INSURANCE

- 11.1 The Owner shall insure the Competitors' plans / designs from the time when he assumes responsibility for them and for the duration of his responsibility. The amount of such insurance shall be stated in the Conditions.

12. EXHIBITIONS AND ENTRIES

- 12.1 All designs, including those disqualified by the Jury, shall be exhibited, as a general rule, for at least two (2) weeks, together with a copy of the signed report of the Jury. The exhibition shall be open to the public free of charge.
- 12.2 The Owner shall notify in a timely manner, all registered Competitors of the date and place of the public exhibition and the results of the ADC, and send them a copy of the Jury's report. He shall similarly inform the IAPOA. Photographs of the prize- winning designs shall be sent to the IAPOA with an option for publication.

13. RETURN OF PROJECTS

- 13.1 All drawings and plans, other than those which have received prizes or have been purchased and are retained by the Owner, shall be destroyed at the end of the public exhibition, unless provisions are made to the contrary in the Conditions for the ADC. Where models are required, these will be returned to the Author/s at the expense of the Owner within a month of the close of the public exhibition.

14. ALTERNATIVE DISPUTE RESOLUTION (ADR) OR LITIGATION

- 14.1 Since no regulations, however well drawn up, can preclude the possibility of dispute, provisions for conciliation, mediation and arbitration i.e. ADR modes under R.A. No. 9285, must be included in the ADC Conditions and must precede any form of litigation.
- 14.2 The Jury members are the sole arbiters at all stages, up to the final prize-giving.
- 14.3 In the event of a dispute, not related to the adjudication process or awarding of the prizes, the matter shall be settled by an arbitration process approved by the IAPOA, and without initial recourse to any form of litigation.



- 14.4 The expenses resulting from any conciliation, mediation or arbitration, procedure shall be shared by the two (2) interested parties to the ADR proceeding.

STANDARD OF PROFESSIONAL PRACTICE (SPP) ON PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES (PACS)

(Part of the IRR of R.A. No. 9266)

SPP Document 209

(replacing the 1981 UAP Doc. 210)

15. FOREWORD

- 15.1 On March 20, 1980, then President Ferdinand E. Marcos, recognizing the role of the members of accredited professional organizations (APOs) in nation building and in the pursuit of national goals, issued Letter of Instruction (LoI) No. 1000 directing all government agencies and any of its instrumentalities to give priority to members of the APOs in the hiring of its employees and in the engagement of professional services. This amply demonstrated the President's confidence in the capabilities of Filipino professionals i.e. registered and licensed professionals (RLPs)
- 15.2 Consequent to this, the Philippine Federation of Professional Associations (PFPA), the umbrella organization of all professional associations accredited by the Professional Regulation Commission (PRC, hereinafter referred to as the "Commission"), and the Philippine Technological Council (PTC), whose membership consisted of fourteen (14) accredited technological APOs at that time, initiated the preparation of a document entitled "Standard Guidelines on Consultancy / Consulting Services".
- 15.3 The said document which contained a comprehensive coverage of provisions in consonance with national policies and compatible with norms of accepted professional practices, was seen as a much needed vehicle by which the Filipino professionals could accelerate their contribution to national development.
- 15.4 Three decades hence, it has become urgent to re-visit this document in light of the influx of foreign consultants (FCs) and the proliferation of entities projecting themselves as "consultants" even without the adequate skills, training, and experience required for rendering competent services. This underscores the need for utilizing qualified Filipino professionals in the comprehensive development of our country.



- 15.5 Considering the foregoing, this amended version of the 1981 Standard Guidelines on Consulting Services, based on the document jointly drafted by PTC and Council for the Built and Natural Environments (CBNE) in accordance with their Joint Resolution No. 2009-01 dated December 11, 2009, embodies relevant provisions of professional regulatory laws (PRLs) governing the various APOs, national policies, principles and rules / regulations / guidelines / manuals of procedure (MoP) governing State-regulated professional practices, as well as the basic terms and conditions for the engagement of Professional Consultants, such as Consulting Architects defined under R.A. No. 9266 (The Architecture Act of 2004) and its 2004 implementing rules and regulations (IRR).
- 15.6 All national and local government agencies and instrumentalities, government-owned or controlled corporations (GOCCs) and institutions, as well as those in the private sector and other civil society organizations, including the international community, are all encouraged to adopt these Philippine “Standard of Professional Practice (SPP) for Professional Architectural Consulting Services (PACS)” in the selection, commissioning and engagement of Professional Consulting Architects (PCAs) and in the conceptualization, development, implementation, monitoring and evaluation of projects that lend and/or lead to the overall national, regional and local development.

16. RATIONALE

- 16.1 The Government of the Republic of the Philippines, through its various departments, agencies, instrumentalities, institutions and entities, as well as the private sector and civil society organizations and representatives of the international community (with projects on Philippine soil), regularly select, commission or engage the services of professional consultants to achieve maximum efficiency, economy and expediency in the preparation of program / project concepts, pre-feasibility and feasibility studies, project evaluations, design and plan preparation, management and other related activities.
- 16.2 One important strategy for strengthening national capability in the various fields of consulting services is the full utilization of local expertise, which in turn generates conditions for increased nationally-evolved scientific and technological knowledge.
- 16.3 To enhance the participation of Filipino professionals in national development and to protect their rights in accordance with existing laws, policies, rules and regulations, the CBNE and the PTC spearheaded the formulation of standard guidelines for the practice of professional consulting services for State-regulated professions represented by the said organizations.
- 16.4 The full utilization of the services of Filipino Professional Consultants (FPCs) can minimize the importation of foreign expertise which entails considerable expenditure of hard-earned foreign exchange. Such importation also erodes the essence of maintaining an educational system geared towards the expansion of the country’s professional capability. For this reason, the displacement of FPCs by foreign consultants is irrational.
- 16.5 The inflow of foreign consultants, specifically foreign architects is often justified on the ground of technology transfer. In this sense, technology transfer is based on



the assumption that the particular kind of technology involved is not yet available in this country or is inadequate in relation to the need for it. The problem presented by the dominant presence of foreign architects in the Philippines, however, is precisely defined by the fact that the technology they bring in is already available in such adequate proportion that foreign consultants compete in terms adverse to Filipino registered and licensed professionals (RLPs) and in fact displace Filipino Professional Consultants (FPCs) from participation in significant development projects.

- 16.6 The disproportionate inflow versus outflow of expertise is becoming more and more serious. This means a tremendous loss to the country in terms of educational costs. More significantly, the country is deprived of returning Filipino RLPs' contributions to the country's comprehensive development.
- 16.7 The professional competence of Filipino Professional Consultants (FPCs), specifically Professional Consulting Architects (PCAs) is well established and adequate to meet the country's requirements. In fact, in many cases, foreign consultants depend largely on the expertise and information furnished by FPCs, specially of PCAs
- 16.8 The primary purpose of this SPP is to complement existing professional regulatory laws (PRLs) governing the practice of State-regulated professions, specifically architecture, as governed by R.A. No. 9266 (The Architecture Act of 2004) and its derivative regulations, and other pertinent laws such as R. A. No. 8293 known as the "Intellectual Property Code of the Philippines" and its IRR, R. A. No. 9184 known as "Government Procurement Reform Act (GPRA) of 2003" and its IRR (latest as of 2009), or as defined by the Code of Ethical Standard (CES), other Standards of Professional Practice (SPPs) and other related laws, policies, rules and regulations approved and implemented by the Commission and/or other concerned government entities. Therefore, nothing in this SPP on Professional Architectural Consulting Services (PACS) must unduly affect the said laws, policies, rules and regulations, and the CES and SPPs.

17. OBJECTIVES

- 17.1 By law, Professional Consulting Architects (PCAs) must first be registered and licensed Architects (RLAs). As such, the standards and parameters, to which PCAs who offer and/or make their services available, are adhered to in order to develop and nurture the competencies, credibility and integrity of PCAs in their respective fields/areas of specialization;
- 17.2 Scope, type and nature of professional architectural consulting services (PACS) that only RLA-PCAs shall be allowed to extend or perform for the Government, for the private sector and CSOs and for members of the international community (with projects on Philippine soil), relative to or in connection with any aspect of comprehensive development at all levels - national, regional and/or local, are defined;
- 17.3 Full compliance with the applicable advisories and guidelines on the selection, commissioning and engagement of foreign architects and/or foreign consultants (FCs) for projects and services on Philippine soil, promulgated and/or prescribed by the Commission and/or the Professional Regulatory Board of Architecture



(PRBoA), through the integrated and accredited professional organization of Architects (IAPoA), as a measure to stimulate the local market for Filipino professional consultants (i.e. RLA-PCAs) and to protect and level the field of professional practice between and among RLAs and FAs/FCs;

- 17.4 Application by Filipino Architects (i.e. RLA-PCAs) of their familiarity with local physical, social (e.g. educational, health, historical and cultural), economic, business, and institutional (e.g. political, governance, administrative and legal) and environmental conditions in relation to the practice of their profession towards the attainment of a sustainable and comprehensive development; and
- 17.5 A nurturing environment that will encourage Filipino professional consultants (i.e. RLA-PCAs) to practice, further develop and/or extend their services in the country rather than abroad, and propel them to the same level as, if not to greater heights than, their counterparts in the global market;

18. DECLARATION OF POLICY

- 18.1 All accredited professional organizations (APOs) are committed to abide by, advocate, and steadfastly uphold the ideals enunciated under Section 14, Article XII of the 1987 Constitution of the Philippines which states that, “The sustained development of a reservoir of national talents consisting of Filipino scientists, entrepreneurs, professionals, managers, high-level technical manpower and skilled workers and craftsmen in all fields shall be promoted by the State. The State shall encourage appropriate technology and regulate its transfer for the national benefit. The practice of all professions in the Philippines shall be limited to Filipino citizens, save in cases prescribed by law xxx”. (emphases and underscoring supplied)
- 18.2 It shall be mandatory upon all State-registered and licensed professionals (RLPs) such as RLAs, to strictly adhere to their respective policies and standards of professional practice (SPPs) within the framework and in support of the constitutional provision stated therein, including and most especially within the bounds of the scope of practice of each profession as defined by their respective professional regulatory laws (PRLs) such as R.A. No. 9266 and its derivative regulations.

19. DEFINITION OF TERMS

19.1 Comprehensive Development

refers to the holistic and progressive growth and advancement of a community, province, region and nation inclusive of their respective economic, social, physical, environmental and institutional sectors.

19.2 Consortium or Association

refers to a coalition of purely Filipino professional consultants (i.e. RLA-PCAs) or consulting firm/s (i.e. SEC- and/or PRC-registered architectural firms/ RAFs); or Filipino professional consultants (i.e. RLA-PCAs) or consulting firm/s (i.e. RAFs) in collaboration with foreign professional consultant/s and/or foreign consulting firm/s authorized to render consulting/ consultancy services, as herein defined; in



the Philippine setting, the use of the terms Consortium and Association may carry certain tax and legal implications;

19.3 Consulting Architect (FPCA), Filipino Professional

(see Filipino Professional Consulting Architect or FPCA)

19.4 Consultant, Foreign

(see Foreign Consultant or FC)

19.5 Consulting Architect (PCA), Professional

(see Professional Consulting Architect or PCA)

19.6 Consulting Agreement

means a binding covenant or understanding entered into by a professional consulting architect (PCA) and/or consulting firm (i.e. RAF only) with an Owner/ Client, whether in Government, private sector or CSO or the international community (with projects on Philippine soil), that provides such terms and conditions mutually agreed upon by the parties, under which specific work, study or joint venture requiring special or technical skills and expertise, shall be undertaken

19.7 Consulting Architectural Firm (CAF)

refers to an architectural corporation, association, group or partnership duly registered with the Securities and Exchange Commission (SEC) or other concerned government regulatory agency or instrumentality or to a single proprietorship duly registered with the Department of Trade and Industry (DTI), and likewise registered with the Commission/ Board to perform State-regulated architectural services such as professional architectural consulting services (PACS) as herein defined.

19.8 Cost, Total Project (see Project Cost)

19.9 Cost, Salary (see Salary Cost)

19.10 Direct Costs or Reimbursable Expenses

refer to expenses in connection or related to the project that may include but not limited to the following:

19.10.1 living and travelling expenses of employees, partners, and principals when away from the home office on business

19.10.2 identifiable communication expenses, such as long-distance telephone, telegraph, internet, short messaging system (SMS), cable, express charge, postage, etc.;

19.10.3 services directly applicable to the contracted architectural consulting work, such as special legal and accounting expenses, computer rental



and programming costs, special consultants, borings, laboratory charges, commercial printing and bindings and similar costs that are not applicable to general overhead;

19.10.4 identifiable expenses for supplies and materials charged to the project at hand, as distinguished from such supplies and expenses applicable to two or more projects;

19.10.5 Identifiable reproduction costs applicable to the work, such as blue-printing, mimeographing, printing, etc.;

These also include expenses, which seldom can be determined in advance with any invoice costs, plus a service charge as may be mutually agreed upon by the professional consulting architect (PCA) and his Client, and in accordance with the **Architect's Guidelines**.

19.11 Filipino Professional Consulting Architect (FPCA)

refers to a Filipino citizen, a natural person who possesses the qualifications of a Filipino Professional Consultant (FPC) as hereafter defined; the FPCA must be a Philippine-registered and licensed architect (RLA) and must be a member in good standing of the IAPoA; the FPCA must also be a RLA specializing in any or several branch/es of the State-regulated profession of architecture as defined under R.A. No. 9266 and its derivative regulations; if the FPCA signs and seals architectural documents, he then becomes an Architect-of-record (Aor) for a project and thereby assumes the attendant professional responsibilities and civil liabilities consistent with the provisions under valid and subsisting laws.

19.12 Foreign Consultant (FC) or Foreign Architect (FA)

refers to an individual, not a citizen of the Philippines, who:

19.12.1 satisfies the definition of a Professional Consulting Architect (PCA) as hereafter provided;

19.12.2 has acquired a permit to work and/ or do business in the Philippines in accordance with the rules and regulations of the Commission Guidelines for the Registration of Foreign Professionals (Res. No. 98-547); has acquired a temporary/special permit (TSP) to engage in the practice of any branch of architecture for any project on Philippine soil in full accordance with the pertinent Board Resolutions implementing Secs. 37 and 38 of R.A. No. 9266;

19.12.3 is allowed by the Department of Labor and Employment (DoLE), Bureau of Immigration and Deportation (BID) and other concerned regulatory agencies and/or instrumentalities of government to practice the State-regulated profession of architecture in the Philippines, under pertinent laws, rules and regulations; and

19.12.4 is a registered and/or licensed professional architect in his own country of origin (and/or country of residence/practice, as applicable).



19.13 Multiplier

refers to a factor which compensates the Professional Consulting Architect (PCA) for the following items:

- 19.13.1 overhead costs of the office;
- 19.13.2 fringe benefits and social charges;
- 19.13.3 fee for contingencies;
- 19.13.4 interest on capital reserves; and
- 19.13.5 profit

The “multiplier” varies according to the types of architectural consulting work, the organization and experience of the Professional Consulting Architect (PCA) and the geographic area in which his office is located.

19.14 Overhead refers to the following:

- 19.14.1 provisions for office, light, air-conditioning, and similar items for working space;
- 19.14.2 depreciation allowances or rental of furniture, equipment and instruments;
- 19.14.3 vehicle and travel-related expenses;
- 19.14.4 office supplies;
- 19.14.5 taxes and insurances other than those included as salary cost;
- 19.14.6 library and periodical expenses and other means of keeping abreast with new developments and/or technologies;
- 19.14.7 executive, administrative, accounting, legal, stenographic, and clerical salaries and expenses, other than those that are identifiable as salaries including reimbursable non-salary expenses, plus salaries or imputed salaries of partners and principals to the extent that they perform general executive and administrative services as distinguished from technical or advisory services directly applicable to particular projects; these services and expenses, essential to the conduct of the business, includes preliminary arrangements for new projects or assignments, and interest on borrowed capital;
- 19.14.8 business development expenses, including salaries of principals and salary costs of employees so engaged; and
- 19.14.9 provision for loss of productive time of technical employees between assignments, and for time of principals and employees on public interest



assignments

19.15 Professional Consulting Architect (PCA)

refers to any person, whether natural or juridical, duly licensed, registered and/or duly accredited by the Commission. This also refers to a person, whether natural or juridical, duly certified/recognized by the concerned APO under the PTC or CBNE as one who possesses the appropriate knowledge and, skills, training, and relevant experience i.e. specialization/s required to perform and/or render the service/s required; the PCA must be a Philippine-registered and licensed Architect (RLA), with a valid registration certification and Commission identification (ID) card and must be a member in good standing of the IAPoA.

19.16 Professional Organization, Accredited (APO)

generally refers to any organization under the umbrellas of the CBNE and PTC; in the case of professional architectural consulting services (PACS), the term shall specifically refer to the IAPOA;

19.17 Professional Architectural Consulting Services (PACS)

means the rendering by a professional consulting architect (PCA) or by a consulting firm (i.e. a RAF), of independent advice, extension of technical assistance and services, as well as undertaking of activities, requiring appropriate knowledge, skills, training and experience, recognized competence, integrity, and/or financial and logistical capability.

19.18 Project Cost

means the total cost of the project which includes but is not limited to construction cost, fees for professional services, the cost of land, right-of-way (ROW), legal, administrative and other related expenses of the client.

19.19 Reimbursable Expenses (see Direct Costs)

19.20 Salary Cost

means the cost of salaries (including sick leave, vacation, holiday and incentive pay applicable thereto) of professional consultants for the time directly chargeable to the projects; plus excise, and payroll taxes as well as all other imposable taxes/duties; and contributions for social security and insurance benefits.

20. SCOPE OF PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES (PACS)

The scope of professional architectural consulting services (PACS) shall be defined and determined in accordance with the charter, by-laws, policies, rules and regulations of the Commission and the Board through the IAPOA to which a professional consulting architect (PCA) belongs as a member in good standing. It includes, but shall not be limited to the following:



- 20.1 program / project conceptualization and development;
- 20.2 rendering of technical advice, consultation and/or counselling ;
- 20.3 preparation of schematic/concept-level through preliminary plans, drawings, designs and technical specifications;
- 20.4 teaching, lecturing, coaching, mentoring;
- 20.5 research and development (R&D);
- 20.6 documentation;
- 20.7 conduct of pre-investment/pre-feasibility and feasibility studies;
- 20.8 marketing and promotional studies;
- 20.9 land use and multi-sectoral development planning, development and management;
- 20.10 site selection, analyses, evaluation, ranking and development;
- 20.11 construction;
- 20.12 Project/ Construction Management and/or Administration;
- 20.13 post-construction evaluation
- 20.14 monitoring and evaluation;
- 20.15 training, capability building and Continuing Professional Education (CPE); and
- 20.16 Capital Investment Programming

21. QUALIFICATIONS OF PROFESSIONAL CONSULTING ARCHITECTS (PCAs)

A Professional Consulting Architect (PCA) must possess all of the following qualifications:

- 21.1 if a natural person, must be a citizen of the Philippines who is a duly registered and licensed Architect (RLA), a holder of a valid identification (ID) card-license issued by the Commission and a member in good standing of the IAPOA;
- 21.2 if a juridical person, a consulting firm that must be a partnership or corporation duly registered with the Securities and Exchange Commission (SEC) or a sole proprietorship that is a duly registered with the Department of Trade and Industry (DTI), respectively and/or any other concerned regulatory agency/ies of government; in addition, the consulting firm must possess a valid Commission certificate to operate as a registered architectural firm (RAF) in full accordance with R.A. No. 9266 and its derivative regulations;
- 21.3 Must have the minimum years of active and relevant professional training and



experience in the chosen field/s of specialization as may be determined by the IAPOA and the PRBoA/ Commission;

21.4 Endorsed and certified by the IAPOA as a member in good standing; and

21.5 Has never been convicted of any criminal or administrative offense related to deliberate wrongdoing.

22. SELECTION OF PROFESSIONAL CONSULTING ARCHITECTS (PCAs)

Clients shall consider the following criteria or general guidelines in the selection of Professional Consulting Architects (PCAs):

22.1 The major consideration in hiring the services of a Professional Consulting Architect (PCA) is his/her qualifications as herein provided such as competence, capabilities and integrity;

22.2 Only duly-qualified Filipino professional consulting Architects (FPCAs) shall render architectural consulting services in areas or fields of architectural specialization performed by members of the CBNE, except where no qualified FPCA is available. Under the said circumstances, where a non-FPCA i.e. a FA or FC is engaged, a minimum of two (2) Filipino RLAs in the same area or field of architectural specialization shall be employed as understudies; and

22.3 For Government projects, the selection of PCAs shall be in accordance with the relevant provisions of R. A. No. 9184, otherwise known as the Government Procurement Reform Act (GPRA) of 2003.

23. MANNER OF PROVIDING PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES (PACS)

A Professional Consulting Architect (PCA) may provide services directly or indirectly to the Client in the manner prescribed, suggested or promulgated by the Commission/Board through the IAPOA.

24. COMPENSATION OF PACS

24.1 The computation of the compensation of fees for professional architectural consulting services (PACS) shall depend on the type of services to be rendered and the conditions under which they are to be performed;

24.2 Compensation for PACS that require only one kind of expertise/specialization or related types of expertise shall be treated differently from those services that require the use of more than one type of expertise;

24.3 Compensation and allowances shall be comparable with foreign consulting service compensation standards;

24.4 For the same scope of work, there shall be no disparity in the compensation between Filipino professional consulting Architects (FPCAs) and their foreign consultant (FC) counterparts;



- 24.5 Professional Consulting Architects (PCAs) shall adhere to and be governed by the relevant provisions pertaining to compensation as provided for under the Codes of Ethical Conduct (CEC) and the other Standards of Professional Practice (SPP);
- 24.6 All entities, whether in the Government, private sector or CSOs and the international community (with projects on Philippine soil) shall respect and take cognizance of said CEC and SPPs;
- 24.7 Compensation of a professional consulting Architect (PCA) may be computed based on one or a combination of the following methods, with modifications applicable to the types of services and/ or specific cases, if and when needed:

24.7.1 *Per Diem* or Hourly Basis

This method is particularly suited to engagements involving intermittent personal service. When such consulting services are furnished, the Professional Consulting Architect (PCA) is compensated for all the time he devotes to the work, including travel time. The per diem charge should be based on the complexity of the work involved and the extent of his experience/specialization. In addition to the compensation based on per diem, his expenses for travel, subsistence, and other out-of-pocket expenses incurred while away from his home/office shall be reimbursed by the Client.

24.7.2 Retainer

This method of remuneration is used when the services of a Professional Consulting Architect (PCA) is expected to be required at intervals over a period of time. It is a means of ensuring in advance that his services will be available to the Client when required. Under this method, a stipulated amount is paid at regular intervals for which the PCA is obligated to render a certain service or to spend a certain amount of time on Client's requirements. The compensation is usually enough to pay for the minimum services required by the Client. All additional services are paid separately. In addition to the retainer, the PCA may be reimbursed for travel, subsistence and other out-of-pocket expenses incurred while away from his home/office.

24.7.3 Salary cost times a multiplier, plus direct cost or reimbursable expenses

This method is based on the total basic salaries of all **PCAs** and their staff multiplied by a factor from 3.0 as a multiplier plus cost of certain items that are reimbursable to the **PCA** classified under "Direct Cost" or "Reimbursable Expenses". The following formula is used to compute the fee:

$$\text{Fee} = \text{Salary Cost} \times \text{Multiplier} + \text{Reimbursable Expenses}$$

This method of remuneration is best suited for Projects for which the costs are difficult to pre-determine, or in cases where it may become



necessary to undertake additional experimental or investigative work, the result of which may further alter the scope of the project.

The method however, cannot be used as a measure of compensation for services which cannot be measured by the length of time spent on his work.

The other part of the remuneration by this method is made up of the reimbursable direct costs. These costs are billed to the Client supported, if required by receipts and other documents.

24.7.4 Fixed/ Lump Sum payment

This method of compensation may be used when the scope of PACS required can be clearly and fully defined. Two methods may generally be used to arrive at a lump-sum compensation for the basic PACS. These two methods are frequently used concurrently with one serving as a check on the other.

- a.** computation of a lump-sum as an appropriate percentage of the estimated total cost of the project
- b.** direct development of a fixed amount of compensation by estimating the individual elements of the cost outlines, plus a reasonable margin of profit, all expressed as a single lump-sum

Where compensation is given on a lump-sum basis, the agreements should contain a clearly stated time limit during which the service/s will be performed, and a provision for additional compensation for extra time used. In design assignments, these should be a provision for charges required after the approval of preliminary designs, with a clear understanding as to where the final approval authority lies.

24.7.5 Percentage of total project cost

The remuneration under this method is calculated as an agreed percentage of the ultimate cost of the project/service. The validity of the Percentage of Total Project Cost Method rests upon the assumption that consultancy costs vary in proportion to the total project cost regardless of the type or location of the project. Therefore, this method should be applied only where experience has established some approximate correlations between consultancy costs and project costs.

- 24.8** Fees for services that require inputs of an artistic, innovative and creative endeavor shall not be determined in the same manner as services that involve purely technical and scientific undertakings

24.9 Criteria for Establishing Method of Compensation

The criteria for establishing method/s of compensation shall be promulgated, approved and adopted by the IAPoA.



24.10 Interest Due on Late Payment of Fees

The Professional Consulting Architect (PCA) shall be entitled to interest at the prevailing rate set by the *Bangko Sentral ng Pilipinas* (BSP) in addition to a percentage as may be determine by the IAPOA unless otherwise mutually agreed upon by the PCA and his Client, on all fees, other charges and reimbursements due and not paid within 30 days from receipt of billing.

25. SEAL AND USE OF SEAL UNDER PACS

Where applicable and in full accord with R.A. No. 9266 and its derivative regulations, a Professional Consulting Architect (PCA) shall sign and affix his professional license number and the seal duly-approved by the Commission/ PRBoA and/or the IAPOA on all architectural documents as outputs and other deliverables/materials such as, but not limited to plans, designs, technical drawings and specifications, feasibility studies as well as instruments of service, prepared by him, or under his/her direct supervision, if and only if the CA shall also act as the Architect-of-record (Aor), in which case he must assume all the attendant/pertinent professional responsibilities and civil liabilities for the project.

26. INTELLECTUAL PROPERTY RIGHTS FOR PACS

All architectural documentary outputs and materials delivered or rendered by a professional consulting Architect (PCA), such as, but not limited to plans, designs, technical drawings and specifications, pre-feasibility and feasibility studies and other instruments of service, shall be protected under Secs. 20 (4) and 33 of R.A. No. 9266 and its 2004 IRR, whether such outputs and materials are executed or not. No person without the written consent of the professional consulting Architect (PCA) or author of said architectural documents and/or materials shall duplicate or make copies of said documents for use in the repetition of and for other projects, whether executed partly or in its entirety.

27. PROFESSIONAL RESPONSIBILITY AND CIVIL LIABILITY FOR PACS

- 27.1 Any individual, partner, firm/corporation/consortium or joint ventures which engage in the practice of professional architectural consulting services (PACS) is legally responsible i.e. professionally responsible before the State and civilly liable before the State, the general public and the Client, for the conduct and performance of his/her services to their Clients, whether in the Government, private sector or civil society or then international community (with projects on Philippine soil).
- 27.2 Where applicable, it is imperative that a Professional Consulting Architect (PCA) secures a Professional Liability Insurance Policy, professional indemnity insurance or equivalent in bond form commensurate with the magnitude and scope of project involvement with the corresponding compensation. Such cost shall form part of the total project cost chargeable to the Client.

28. APPLICABILITY



This Standard of Professional Practice (SPP) for Professional Architectural Consulting Services (PACS) shall be adopted by the IAPOA, which shall thereafter formulate the covering guidelines and Manual of Procedure (MoP).

29. ALTERNATIVE DISPUTE RESOLUTION (ADR)

In case of any dispute arising from the implementation of these IRR and related derivative regulations, the same shall be resolved by modes of alternative dispute resolution (ADR) mandated under R.A. No. 9285 (the ADR Act of 2004 and its IRR) before it is referred to a competent court. The ADR modes must necessarily include negotiation, conciliation, mediation and arbitration. An ADR clause must therefore form part of all PCAS agreements.

30. PENALTY CLAUSE AND SANCTION

Any individual, partner, firm/corporation/ consortium who/which engages in professional architectural consulting services (PACS), but are not qualified in accordance with the provisions prescribed by law, particularly under R.A. No. 9266 (The Architecture Act of 2004) and its IRR, shall be subject to sanction/s by the appropriate public or private entities, without prejudice to the filing of appropriate criminal, civil administrative or special complaints pursuant to existing laws.